

INVITATION TO TENDER AND SPECIFICATION OF BIDDING (SOB)

TENDER DOSSIER: **SoB/EBL/2021/1635**

Title: **Rehabilitation of Paediatric Ward within Nineveh Governorate**

*in the framework of **project BMZ-2602-13***
Tendering procedure number: **SoB/EBL/2021/1635**

Dear Sir/Madam,

Doctors Aid for Medical Activities (DAMA) organization herewith invites your company in the framework of DAMA's project **BMZ-2602-13** to submit an offer for the mentioned item as per the quantity and technical specifications described herein. The full tender dossier consists of:

- This Letter of invitation to Tender and the Specification of Bidding
- Administrative and Technical Compliance Criteria Grid;
- **Annex A – Tender Letter**
- **Annex B – Bill of Quantities**
- **Annex C – Mandatory Principles of Humanitarian Aid Procurement**
- **Annex D – General Information**
- **Annex E – Technical Specifications**
- **Annex F - Special Condition of the contract**
- **Annex G - Questionnaire for Tender**

Your Tender offer should be submitted in a **sealed Envelope** bearing only the words:

- Do not open before **December 7th 2021** at 12:00 hours, Erbil time
- Tender Process: **SoB/EBL/2021/1635**
- Offers Delivery Address: DAMA office, Italian Village 2, Villa (709), Erbil, Iraq.
- your offer must contain the following items:
 - The offer shall be typed or written signed and stamped by the legal representative of the supplier
 - The price of the tender must be expressed in US Dollar.
 - The unit price will be considered fixed.
 - No additional change of whatsoever nature or type will be accepted by DAMA organization.

Complete tender (in one sealed envelope) must reach the following address no later than
December 7th 2021 at 12:00 hours, Erbil time
DAMA office, Italian Village 2, Villa (709), Erbil, Iraq

Requests for clarifications are to be sent to:
Ahmed Burhan – Operations Manager
ops.manager@dama-health.org
+9647716098698

The contract will be a unit price contract, where **price is fixed** and not open for review.

The price includes taxes and custom duties.

The language of the contract will be English and the currency of the contract is United States Dollar, USD.

Tenderers are bound by their tenders for a period of thirty **(30) days at least** following the deadline for submission.

By submitting an offer, the bidder accepts the terms set out in this tender.

1) **DESCRIPTION OF THE ORGANIZATION AND ITS ACTIVITIES**

Doctors Aid for Medical Activities (DAMA) is a non-profit, non-governmental local Iraqi organization founded in Erbil-Kurdistan region of Iraq, based on serving, supporting, and motivating the surrounding community and the internally displaced people in Kurdistan region and Iraq. DAMA organization aims to provide high-quality medical care to disadvantaged individuals along with spreading awareness on healthy living and disease prevention.

2) **INFORMATION ABOUT THE PROJECT**

The Project is financed by the [Federal Ministry of Economic Cooperation and Development – (BMZ) Bundesministerium für wirtschaftliche Zusammenarbeit und Entwicklung] and in partnership with Malteser International MI organization aims through supporting and Intervention for More Durable Assistance and Development (IMDAD).

3) **TENDER OPENING PROCESS**

The opening will take a place after the deadline for submission mentioned above. The opening session is not opened to the public. The presence of the main required documents will be stated during the opening session.

4) **EVALUATION**

After the opening session, tenders will first be reviewed by an Evaluation Committee to verify the administrative compliance of the tenders and that they do contain all required documents. Incomplete or non-compliant tenders may be rejected by the Evaluation Committee. Thereafter, the Evaluation Committee will verify the technical compliance of the tenders. This Committee will possess the technical expertise required to give an informed opinion of the tenders. Tenders which are evaluated as technically not substantially compliant against the technical evaluation criteria will not be considered for the award of the contract.

The Evaluation Committee reserves the right to request any additional information that seems necessary from the tenderers. The tenderers' responses must be received before the deadline set by the Committee.

If less than 2 administratively and technically compliant tenders from 2 different suppliers have been received, the Committee reserves the right to seek additional tenders through re-advertisement.

5) **CONTRACT AWARD**

The Contract will be awarded to **the substantially conform economically and technically most substantially compliant offer**, thus, the Contracting Authority reserves the right not to award the contract to the lowest bid.

This contract does not include any complementary or additional acquisition of items other than this listed in the BoQ.

6) **CANCELLATION OF THE TENDER**

Under any circumstances, DAMA organization will not be responsible for any damages whatsoever their nature, even if DAMA has been advised of the possibility of damages.

The publication of the procurement notice does not commit DAMA organization to implement the project announced nor to procure the item. Nothing will be due to the supplier in case this procurement needs to be cancelled due to whatsoever reason.

On behalf of DAMA Organization,

Ahmed Burhanuldin Mohammed
Operations Manager
November 16th 2021
DAMA Organization

CRITERIA FOR ADMINISTRATIVE COMPLIANCE OF TENDERS

No.	REQUIRED DOCUMENTS	COMPLIANT	
		Yes	No
1.	Annex A – Tender Letter		
2.	Annex B – Bill of Quantities		
3.	Annex C - Mandatory Principles of Humanitarian Aid Procurement		
4.	Annex D – General Information		
5.	Annex E – Technical Specifications		
6.	Annex F – Special Condition of the contract		
7.	Annex G – Questionnaire for Tender		

The absence or the non-compliance of any above item may result in the rejection of the tender, should any other items or information be missing or not compliant, the Evaluation Committee may decide to request the tenderer to provide the missing document or information within a set deadline. If this deadline should expire without satisfactory reply for the tenderer, the tender shall be considered non-compliant.

In all cases, provision and compliance of all the above items is a condition to the award of the contract.

The Evaluation Committee reserves the right to request any additional information it seems necessary to the bidders to be provided within a set deadline.

ANNEX A – TENDER LETTER

To: DAMA Organization
Erbil, Iraq

Dear Madame/Sir,

Having examined the tender documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to do the rehabilitation works in conformity with the said tender documents for the sum of USD _____ [total tender amount in words and figures].

We undertake, if our tender is accepted, to do the rehabilitation works with the delivery schedule (gant chart) specified in the tender process.

We agree to abide by this tender for a period not less than one month from the deadline for tender submission, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

We certify/confirm that we comply with the eligibility requirements as per requirements of the tender documents.

Date: ____/____/2021

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of:

Company name

ANNEX B – BILL OF QUANTITY

Timeframe: The bidder must prepare and attach the gantt chart of the rehabilitation with Annex B.

Please find more detailed BoQ as EXCEL sheet attached

I, the representative of the company submitting the offer, by signing here, confirm that my company will be able to supply the item offered here within the timeframe presented in Annex B.

Date: _____

Name,
Company
and
Signature: _____

Item No.	Description	Quantity	Unit Price (To be filled by supplier)
1	Rehabilitation of the Paediatric ward in Tal Afar Hospital in Tal Afar city within Nineveh governorate	lump sum	
TOTAL in USD (US Dollar)			

Annex C – Mandatory Principles of Humanitarian Aid Procurement

DAMA organization is obligated to observe and apply the following Procurement Principles. DAMA organization also expects its partners and contractors to note these principles and act in accordance with them during the execution of the contracts signed with DAMA organization.

The partner or contractor agrees to the adherence of following principles by signing the contract and annexes.

1. Principle of Ethical Procurement

- Avoidance of child labour,
- Respect of basic social rights and working conditions based on international labour standards,
- Avoidance of any connection with a party to a conflict, involvement in the supply or transport of illicit arms and land mines and unethical exploitation of natural resources.

2. Principles of Equal Treatment, Non-Discrimination and Untied Aid

- No discrimination or unjustified differentiation between legal or natural persons, regardless of the origin or the nationality.

3. Right of Access

- Right of Access: the donor has full access to premises and documents referring to procurement procedures, documents, evaluations, award recommendations and contracts (regardless of whether these belong to the DAMA organization or to the partner or contractor)
- DAMA organization is obliged to immediately inform the donor if it becomes aware of any corrupt, fraudulent or coercive practice, the breach of the principles or a situation that is likely to constitute a conflict of interest.

4. Principle of Avoiding Conflicts of Interest

- Measures have to be taken to prevent any conflict of interest (impartial and objective implementation is compromised for reasons involving on economic interest, political or national affinity, or familiar or emotional ties).

5. Principle of Supporting the Local Economy

- Whenever it is possible local human or material resources have to be used. Before it has to be ensured that this will not distort the local market, increase prices or unduly burden the local natural resources or the environment.

6. Principle of Due Diligence

- Timely delivery and satisfactory quality of the received supplies, works or services have to be followed up and in case this is not fulfilled appropriate measures have to be taken to mitigate negative consequences for the beneficiaries.

I, as the representative of the company submitting this offer, confirm that I have read and understood, and I agree to respect all the principles set out in this Annex C.

Date: _____.

Name, company and Signature:

Annex (D)

General Information

1- STANDARD OF PERFORMANCE:

The Contractor shall perform the required services and carry out his obligations under this Contract with all due diligence, efficiency, and economy, in accordance with generally accepted techniques and practices used in performing such type of activities and with professional engineering and contracting standards recognized. He shall observe sound management, and technical engineering practices, and employ appropriate advanced technologies and safe and effective equipment, machinery, materials, and methods. The Contractor shall operate and maintain the equipment and machinery involved in the implementation activities in accordance with the relevant laws, standards, regulations, and legislation, as well as the requirements under the Contract, and the manuals and guidelines as provided by the manufacturers and suppliers of the equipment and machinery.

CONTRACTOR'S CONSTRUCTION MATERIALS:

The contractor should supply the supervisor Engineer with samples of all the materials before starting the rehabilitation, If DAMA supervisor Engineer considers that the materials or any items in use on the site of the Works are in any way unsuitable, the contractor should remove such materials and replace it with another material which the Client considers necessary to meet the requirements of the Contract.

No extra payment shall be made for the Contractor's change of materials, labor or other equipment required to complete the Works specified, or for any incidentals thereto, the cost being deemed to be included in the schedule of rates.

Site Safety:

The Contractor shall be responsible for implementing strict safety measures on site in view of the type of works being implemented; the Contractor shall provide, and erect protection items required by site Conditions or as requested by the Engineer to protect persons, onsite and offsite property, as required and as supplementary to such items that have been left in place; ascertain legal and other requirements. The Contractor shall maintain protection in place until work is complete and danger of damage has ceased; at such time as approved by the Engineer, remove protections.

Site Access:

The contractor shall visit the site before starting execution of the project and he shall satisfy himself of the suitability & availability of the access routes that he chooses for using during the Contract duration. The Employer will not accept any claim whatsoever if the contractor raises a claim related to not being aware of the site conditions and its surroundings as well as The Employer will not guarantee either the suitability or availability of any chosen road and will not held responsible or subject to any claim in respect of non-suitability or non-availability of any such route.

The Contractor should prepare a detailed Work Plan and communicate it in writing and Gantt chart to show the completion plan for all works and report on the work progress with the challenges and Recommendations.

WORK PREPARATION AND CLEANING

Starting from the commencement day, the contractor is responsible of missing and/ or deteriorating or damaging any of the Hospital Ward assets excluding items that required such as works according to the BoQ of the renovation of the Pediatric Ward itself.

- The contractor should periodically- at the end of each week, clean the site from any residual materials and any debris that might exist during the implementation of works.
- the contractor should clean and wash all rooms of the Pediatric Ward using floor washing materials and tools by the end of the rehabilitation works in a part and/or all parts of the Pediatric Ward basing on the Hospital requirements for using the rooms.
- All debris should be carried out and transported to a location permitted by the municipality.

Contractor obligation with the municipality and official authorities:

The contractor should always coordinate & inform the municipalities and any concerned authorities for any temporary blockage of roads, or any road found necessary to execute the works. The contractor is responsible to set meeting & follow up any issue related to this project with the local & national authorities. Any amount resulted from the above is to be borne by the contractor.

Contractor's Resources:

The Contractor shall utilize all necessary resources, manpower, machinery, and equipment etc. in order to perform the required works in a proper, safe and timely manner. The Contractor should employ, to the maximum extent possible, the necessary labourer (skilled and/or unskilled) from within the project area

SITE HANDOVER:

The contractor should be ready to hand over the completed structure to DAMA for onward handing over to the beneficiaries. He will ensure the sites are well cleared before any handover.

Annex (E)

TECHNICAL SPECIFICATIONS:

1- Removing walls, tiles, doors, and excavation works:

- 1.1. - **DISCONNECTION OF SERVICES:** Before starting demolition, the disconnection of services and removal of fittings and equipment shall be arranged with the appropriate authorities.
- 1.2. - **DISCONNECTION BY THE EMPLOYER:** If disconnection of services is to be carried out by the Employer, the disconnection and removal of fittings and equipment shall be carried out before starting demolition.
- 1.3. - **DISCONNECTION OF DRAINS:** All disused drain connections shall be located, disconnected, and sealed within the site to approval.
- 1.4. - **SITE HAZARDS:** Fire or explosion caused by gas or vapour shall be prevented. Dust shall be reduced by periodically spraying with water. Adequate precautions shall be taken to protect site operatives and the public from dangerous fumes and dust arising during the works.
- 1.5. – **Excavation Works:** excavation works will be needed to reach to the required floor level and should be implemented according to the standard specifications with proper sub-base filling and compacting with water spraying to reach at least 95% compaction ratio.

2- Concrete:

- 2.1.- **Plain Concrete for floor:** the concrete mixture should in 1:2:4 ratios. All according to ACI-18 code, the compressive strength should not be less than **21 MPa** after 28 days.

3- Tiles:

- 3.1. - **SAMPLES:** Samples shall be properly mounted on a sample board which shall be black in color. The samples must be clearly marked with the origin, size, color, and brand number and shall be representative of quality of the offer. 3 sets of samples shall be submitted for approval before delivery in bulk is made and subsequent goods delivered to the site shall be equal to the approved sample. All samples submitted shall be undamaged and in good condition.
- 3.2. – **WARPAGE & CURVATURE:** for Warpage it shall not exceed 0.5mm for any tiles in one batch. And for Curvature it shall not exceed a concavity of 0.13mm or convexity of 0.76 mm of any tile in one batch.
- 3.3. – **Fixing:**
 - a) Unintended color/shade variations shall be avoided within the tiles for use in each area/room. Variegated tiles shall be thoroughly mixed.
 - b) Adhesive shall be checked for compatibility with the background/base.
 - c) Cut tiles neatly and accurately
 - d) Unless specified otherwise, tiles shall be fixed so that there is adhesion over the whole of the background/base and tile backs.
 - e) Before bedding material sets, necessary adjustments shall be made to give true, regular appearance to tiles and joints.
 - f) Variations in gap under a 2 m straightedge (with feet) placed anywhere on the surface shall not be more than 3 mm.
 - g) Surplus bedding material from joints and face of tiles shall be cleaned.

4- Suspended Ceiling:

3.1- The suspended ceiling should be implemented in symmetric shapes for all the halls or rooms.

3.2 – the Materials should be from best brands (Suadi first class or equivalent) with thickness of the Acoustic gypsum board of not less than 15 mm.

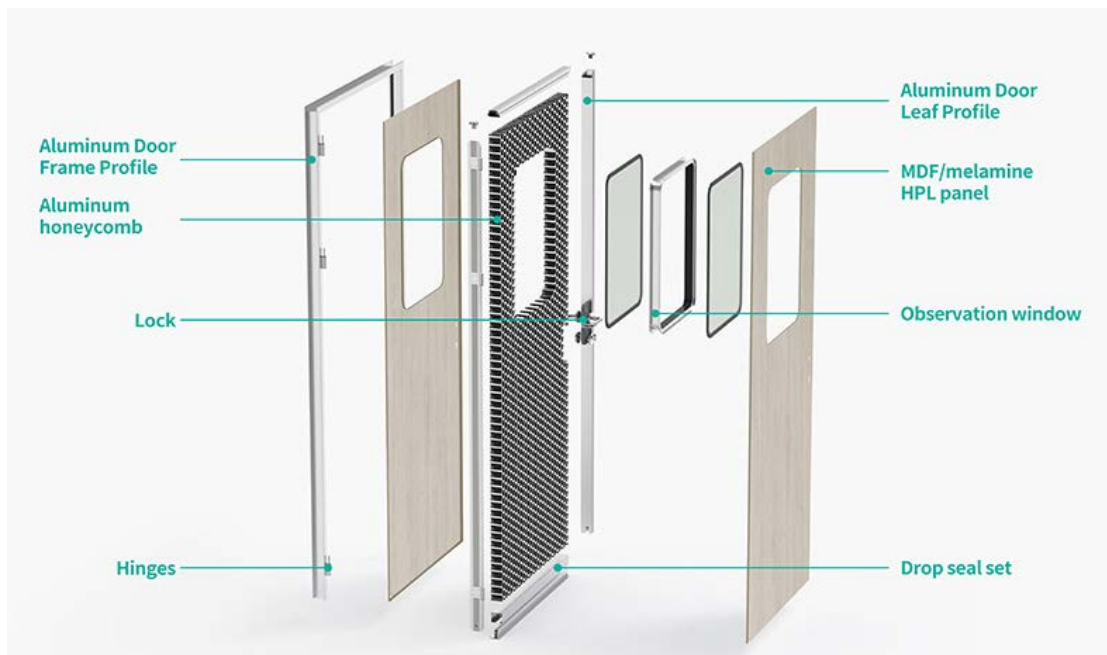
3.3 -Tiles shall have a plain, perforated, or fissured surface with a factory applied decorative finish. The edges shall be square, bevelled, or bevelled and grooved to suit the suspension system.

3.4- the installation should be with using all necessary tools (lasers pointer, chalk strings, etc.) to get straight with even level for all areas, the screws and fishers that will be used should from good quality materials and comply with standard specifications.

5- DOORS AND WINDOWS:

5.1. - WC& Shower Door frame & Leaf: The frame and leaf unit consist of 5cm PVC (polyvinyl chloride) cross section and reinforced from inside with U shape galvanized iron 1 MM thick and the filling of the panel with two layers of galvanized plate 0.5 mm stuffed with thermal foam.

5.2. - Hall wooden doors: the frame is aluminium or coloured steel with the same width of wall and the leaf is MDF/melamine/HPL panel which is filled by Aluminium honeycomb panel as shown in below:



5.3. Door Handle: Key locks for doors to be Turkish made the best quality or equivalent.

6- PAINTING WORKS:

6.1. - Emulsion paint: for internal walls Turkish made (Dova or equivalent) anti bacteria, should apply in 2 coats of primer paint and 3 coats of emulsion paint at least. Prior to application, the surface must be clean and dry. Interior mortar and plaster surfaces shall first be painted with emulsion sealer and then putty shall be applied to remedy the irregularities of surfaces, such as hair cracks, minute holes, gypsum layer damages (up to 1 cm depth), repair around switch plugs (might requires opening and re-fixing them. Emulsion paint to be either Primer matt silicon or equivalent that to be emulsion-based, silicon-containing used as finishing paint.

6.2. - the surface to be applied on is not only clean and dry but must be firm and dust free.

6.3. - The work includes repairing of wall cracks by removing the damaged gypsum plastering 25cm at each side of the crack, then filling the cracks with cement mortar 1:3 and using SBR at a rate of 200gr per m², and adding a layer of plastic mesh on the area under the gypsum plastering

7- MECHANICAL WORKS:

7.1.- General Fixing: All necessary jointing compound, mortar, lead plugs and other accessory materials shall be provided. Brackets shall be cut and pinned, or plugged and screwed, and all necessary connections to water supply services, overflows, wastes and ventilating pipes shall be made.

All sanitary fitments shall be adequately supported when being fixed. Where build-in types of brackets are used, the tails of such supports shall be built into the wall at least 75 mm and where wall fixing types are used, the wall finish shall have been arranged to make provision for them.

All fittings shall be pointed as necessary with the following:

(i) White or colored cement.

(ii) White or colored silicone sealant. All fittings shall be de-greased and dried before the application of sealant.

Discharge pipes and water supply pipes shall be installed before fixing the fitments. Protective coverings shall be retained during and after fixing when practicable and cleaned off when required.

Any fitments which are chipped or scratched shall be replaced either before or after fixing.

7.2. - Fixing taps: shall be fixed to make a watertight seal with the sanitary fitment. Hot tap shall be placed to left of cold tap as viewed by the user. Hot/Cold markings shall be correctly applied and located.

7.3. – Connections: Connectors shall be provided for service and waste pipes.

8- ELECTRICAL WORKS:

8.1. – power socket (outlet): Switch plugs (socket 13 and 15 A) should be UAE Adeson first class made or equivalent quality, the work includes all fixing and connections.

8.2. - LED ceiling light: must be ceiling mounted, fixed with the false ceiling (as per the instructions of DAMA engineer) to be installed directly to ceilings for rooms, must be LED type, the work includes all fixing, connection and on/off switches that should be according to the specification.

8.3. – All wiring cables should be laid in UPVC duct pipe or suitable cable tray; the cable tray should be installed to the wall or ceiling with proper screws and fisher and not just using adhesive materials.

8.4. – Exhaust fan: should be Shami original or equivalent quality, the work includes all connections and on/off switches that should be according to the of work specifications.

9- The Term Class A or First class:

9.1. - those terms in the BoQ are referring to the best quality of the specified brand or origin of manufacturing, taking in count that the mentioned brand or origin might have an imitator copy, so this material will be applied to testing according to the supervisor Engineer Instructions.

10- All Construction Items

(Excavation & Filling, Tiles, Painting, PVC doors & Windows, Roof Insulation.....etc.) Should be implemented according to the Iraqi General Technical Specifications (I.G.T.S.).

- **The executed quantities are calculated on the basis of the site real measures taken and calculated by the supervising engineer.**
- **All works are subject to the general conditions for engineering contraction works in its first and second sections, unless otherwise mentioned above.**

Annex (F)

Special Condition of the contract

A- Documents to be submitted with the priced BOQ:

- 1- Company registration.
- 2- Contractor valid ID and company classification.
- 3- Chamber of commerce valid ID.
- 4- CV of the company with mentioning in details all the similar projects that was implemented by the company.
- 5- Supplying the letter of guarantee as specified in the contract.
- 6- Company Bank account information.

B- Duration:

- 1- The work will start within 10 days from signing the contract.
- 2- The duration of the rehabilitation of the Pediatric Ward should not exceed 60 calendar days.

C- Terms of delivery:

- Failure to comply with the delivery plan applies a sanction of 1% of tender amount per delay day. The deduction will take a place each time one of the payments goes to take a place.

D- Terms of Payments:

- 1- The company will receive 40% of the total amount of the cost upon completion 40% of the works in the BOQ.
- 2- Second payment will be 50% of the total cost after completion of all the work and after the final handover of the works.
- 3- The remaining 10% will be paid after 3 months from receiving the letter of Acceptance signed by DOH of Nineveh governorate, this amount will be used directly by DAMA just only if there is returning or correcting of any item that has not been properly implemented and has not been repaired or operated, and if the contractor refused to correct or change any low quality materials, not working or broken implemented in the rehabilitation.
- 5- All the payments will be paid by cheques or bank transfer.

E- Safety:

- 1- The contractor will be responsible for the safety of his labors and we assured that DAMA will not be responsible for any incidents happening during the whole period of the rehabilitation.
- 2- It is the responsibilities of the contractor to provide all of his labors with Personal protective equipment (PPE) i.e. protective clothing, helmets, goggles, etc.
- 3- The contractor will be fully responsible for any damaged occurring in the Pediatric ward or the whole hospital during the rehabilitation.
- 4- According to DAMA policy, no child less than 18 years old will be allowed to work at the site.

F- Corresponding:

- 1- All the corresponding letters, Emails and documents should be in English.
- 2- The contractor should send daily report for all the progresses and activities implemented, material, equipment's provided at the site, number of labors and pictures showing different activities.

G- Letter of Guarantee:

The contractor has to supply letter of guarantee with an amount of 20% of the total amount of the contract, the letter shall be released after 3 months from the date of the completion of the contract.

General Condition of the Contract

This contract will be included with the Iraqi General Specification of contract.

ANNEX G – Questionnaire for Tender

All requested information will be treated confidentially.

Company name			
Address	Street + house number	City / District	Zip code
Owner(s)	First Name	Last Name	
Tax and registration no.	Tax number	registration number	
Legal form of Company	Ltd., Inc.,...		
Contact person	First Name	Last Name	Contact information Phone: E-Mail:
Which goods or services does the company offer?			
Have you already worked with NGOs?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes: Mention Name(s) of NGO's
Annual Turnover for the last 12 months			
Number of employees			
Average delivery time of services/goods			
Standard terms of payment			
Do you offer support services for the goods provided	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, please specify:
Do you give a guarantee for your goods /services?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, how long and in which scale:
How do you ensure the quality of the products/services offered?	<input type="checkbox"/> Sample inspection <input type="checkbox"/> Quality agreements <input type="checkbox"/> Product know-how <input type="checkbox"/> Supplier visits <input type="checkbox"/> Reference check <input type="checkbox"/> Work trials <input type="checkbox"/> If Others Please specify:		
Do you offer a standard price list for your goods/services?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Attached to file <input type="checkbox"/>
Are there ties between you and any employee of DAMA Organization?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, whom and in which relationship:

WE DECLARE, that

- the information given above is correct
- our products and/or services are produced without the labor of children below age 18.
- we fulfil, have fulfilled, and will fulfill our obligations regarding the payment of any applicable taxes, duties, charges, and social contributions etc. related to the products or services provided.
- we have received the document “Humanitarian Procurement Principles”, and we - and any applicable subcontracted parties - will respect the principles of humanitarian aid procurement.
- there are no international sanctions against the owner/s and or company in place.

Date

Signature