



seed foundation
Social Educational Economic Development

TENDER DOSSIER

INVITATION TO TENDER FOR SUPPLYING IT EQUIPMENT TO SEED FOUNDATION

REFERENCE:

Tender Reference: ITB-ERB-23-004

INSTRUCTIONS TO TENDERERS

Reference: ITB-ERB-23-003

Date: June 12, 2023

To: All Prospective Bidders

ITT Name: Providing IT Equipment

Dear Sir/Madam,

SEED foundation receives grants from various donors for the implementation of the humanitarian work in KRG. Part of this operation may require the Provision of IT equipment for SEED. Therefore, SEED requests that you submit price bid(s) for the supply of the item(s) listed within the attached Annex A.

1. PURPOSE OF THE TENDER:

The purpose of this tender is to obtain competitive offers for supplying IT equipment including 20 laptops and 8 Monitors for SEED Foundation in Erbil. Interested parties within the Kurdistan Region are invited to submit a proposal with the detailed description of equipment required by SEED Foundation that is in the technical specifications section. (see APPENDIX A – Technical specifications).

2. INVITATION TO TENDER TIMETABLE:

	DATE	TIME (City)
Deadline for inquiries, questions and request for more information	June 21, 2023	04:00 PM
Deadline for submission of tenders	June 22, 2023	04:00 PM

3. INSTRUCTIONS TO TENDERERS:

The tenderer accepts in full and without restriction the special and general conditions governing this contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be.

Tenderers are expected to examine carefully and comply with all instructions, forms, 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.

The participation procedure will be carried out in two successive stages; both are to be submitted together:

1. Suppliers' application analysis.
2. Tender proposal analysis from qualifying applicants.

Bids should be sent by an email to procurement@seedkurdistan.org which should contain two documents corresponding to the two different sections of the tender:

- Document 1: "Supplier Applications"
- Document 2: "Supplier Tender Proposals"

Subject of the email should be as follows:

SEED Foundation– ITB-ERB-23-004

Language: All documents shall be submitted in the English Language.

It is the responsibility of the Tenderer to ensure that their offer is complete and meets SEED's requirements. Failure to satisfy all aspects of the tender dossier may lead to the offer being rejected without further reason being given. It is therefore essential to ensure that this document is read carefully and answers all questions asked.

3.1 SUPPLIER APPLICATION

The Supplier Application document should be named as follows:

"Supplier Application "**Supplier name**" response to SEED tender: **ITB-ERB-23-004**

What document to add to the submission?

- APPENDIX B - Tenderer's Declaration
- APPENDIX C - Tenderer's Questionnaires

All of which must be initialled and signed by an authorised person, with powers to represent the company.

Selection criteria for administrative compliance:

This part concerns the information given in the supplier questionnaire. Each tenderer should also include the below documents, otherwise the tender may be excluded. The listed documents will assist us in judging their suitability according to the below criteria:

- Proof of Company Registration in the Kurdistan Region of Iraq (KRI) or in Iraq.
- A copy of the tax clearance statement for 2021 or 2022 from the Taxes Department of KRI or Government of Iraq.
- Data on business activity volume and capacity to deliver the product/service requirements (Reputation and business practices).

- List of previous work experience related to the tender subject.

3.2 TENDER PROPOSAL

Tenderers are invited to submit their best technical and financial bids in English to the exact formats and specifications required by SEED Foundation. Tenders not adhering to these formats and specifications will be rejected.

The Supplier Tender Proposal document must be submitted in a PDF file entitled:

“Tender proposal **“Supplier name”** to SEED Foundation tender: **ITB-ERB-23-004**

Which contains:

- Tender Technical Offer
- Tender Financial Offer

Price proposal must be initialled and signed by an authorised person.

3.2.1 Currency

All prices shall be expressed in USD (United States Dollars) not including VAT. This is to allow for a fair comparison of prices, following the award of the contract; the working currency will be decided between SEED and the contracted party. Where exchange rates have been used to arrive at a USD figure this should also be provided.

3.2.2 Tender validity

Tenders shall remain valid for a period of minimum 45 calendar days after the deadline of receipt of tenders. However, SEED will welcome any longer validity period for the tender.

3.2.3 Tender Presentation

“Tenderer”, “Bidder” is a firm proposing the work under this ITB. “Tender”, “Bid” means the package of documents the firm submits to propose the work.

Tenders wishing to respond to this ITB must submit bids in English, in accordance with instructions. Tenderers are required to review all instructions and specifications contained in this ITB. Failure to do so will be at the Tenderer’s risk. If the solicitation is amended, then all terms and conditions not modified in the amendment shall remain unchanged.

The price proposal should be submitted according to the template in APPENDIX D – Financial Proposal.

3.2.4 Compliance

Your basic offer shall be strictly in accordance with the technical specifications specified in:

- Appendix A: Technical Specification
- Appendix D: Financial Proposal.

Awarding of the contract is based on the criteria listed in paragraph 4.12 Tender Process

3.2.5 Technical Offer

A **technical** tender offer must describe in detail the way in which the tenderer intends to carry out the tasks as presented in the contract. Respecting all the obligations imposed by the specifications, bearing in mind the principals and values of SEED Foundation.

The tender must include the below information or it may be excluded:

- **Delivery Time**
- **Transportation and Installation**
- **Warranty Details**

3.2.6 Financial Proposal

- Clear breakdown of costs related to goods/services requested.
- A detailed **price list** for all the items mentioned to the technical requirement
This list forms an integral part of the contract resulting from this invitation to tender and will serve as a control instrument for our finance team during invoice verification. Any component not found in this list can be neither invoiced nor paid, therefore, it should be comprehensive. By providing this price list, tenderers agree to abide by it and its accompanying conditions in carrying out the contract.
- Additional services that the service provider would be willing to provide SEED at no cost.

4. CONDITIONS OF TENDERING

4.1 QUESTIONS / REQUEST FOR CLARIFICATION

Any requests for clarification may be submitted by email to procurement@seedkurdistan.org before June 22, 2023

4.2 CLARIFICATION MEETING / SITE VISIT

N/A

4.3 ALTERATION OR WITHDRAWAL OF TENDERS

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

4.4 COSTS OF PREPARING TENDERS

All costs incurred by the tenderer in preparing and submitting the tender are not reimbursable. All such costs will be borne by the tenderer.

4.5 LATE PROPOSAL

Tenders must be received before **June 22, 2023 at 4:00 PM** Iraqi time. Tenders received after the closing date will not be considered, unless in SEED sole opinion there are exceptional circumstances which have caused the delay.

4.6 ELIGIBILITY

Participation in tendering is open on equal terms to any legally registered company.

4.7 COMPLIANCE

SEED Foundation reserves the right to reject all bids not submitted in the format specified and any bids where any of the required forms are not completed.

4.8 RIGHT TO REJECT ALL TENDERS

SEED Foundation is under no obligation to accept any tender.

4.9 POWER TO ACCEPT PART OF A TENDER

SEED Foundation reserves the right, unless the tenderer expressly stipulates to the contrary in the tender, to award batches separately or in any combination.

4.10 SPECIFICATION

If the tenderer wishes to propose modifications to the specification (which may provide a better way to achieve SEED’s objectives) these must be considered as an alternative offer. The Tenderer must make alternative offers in a separate letter to accompany the tender. SEED is under no obligation to accept alternative offers.

4.11 CONFIDENTIALITY

Tenderers must treat the invitation to tender and all associated documentation supplied by SEED as confidential.

4.12 TENDER PROCESS

SEED Foundation reserves the right to negotiate, accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous.

Tenders will be evaluated according to the below essential criteria;

1	The Price	35%
2	Delivery time	10%
3	Quality and Specifications of the Items	30%
4	Supplier Capacity and Previous History with SEED and/or Other NGOs	10%
5	Warranty	15%

In the interests of transparency and equal treatment and without being able to modify their tenders, tenderers may be required, at the sole written request of the evaluation committee, to provide clarifications within 48 hours. These requests can only be for clarification purposes, not for the correction of major details. Any attempt by a tenderer 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 SEED in its decision concerning the award of the contract will result in the immediate rejection of their tender.

4.13 NOTIFICATION AWARD AND CONTRACT SIGNATURE

The successful tenderer will be informed in writing that their tender has been chosen (notification of award). SEED Foundation will agree with the selected tenderer on the final contract version and will send the signed contract to the successful tenderer.

The unsuccessful tenderer will be informed by email within the **30 days** following the award.

Within **7 working days** following the reception, the successful tenderer should sign and send back the contract. The selected tenderer will have to communicate the number and exact references of the bank account where the payments will be executed.

If the successful tenderer fails to sign and send back the contract within 7 working days, SEED can consider (after notification) the award as null and void.

4.14 OWNERSHIP OF TENDERS

SEED Foundation retains ownership of all tenders received under this tender process. Consequently, tenderers have no right to have their tenders returned to them.

SEED Foundation guarantees that tender offers shall remain confidential.

4.15 TYPE OF CONTRACT

The contract that will be concluded between the successful tenderer and SEED is done according to the SEED standard contract.

By submitting an offer to this Invitation to Tender, the tenderer accepts SEED's contract terms. If any remark or reserve were to be raised by the tenderer, they must be clearly written down in a free format document included in the tender. Such documents should include the tenderer's proposal to replace the discussed sections of the contract.

4.16 CANCELLATION OF THE TENDER PROCEDURE

In the event of a tender procedure's cancellation, tenderers will be notified by SEED. Cancellation may occur where:

1. The tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received, or where there has been no response at all.
2. The economic or technical parameters of the project have been fundamentally altered.
3. Exceptional circumstances or *force majeure* render normal performance of the project impossible.
4. All technically compliant tenders exceed the financial resources available to SEED.
5. There have been irregularities in the procedure, in particular where these have prevented fair competition.

Under no circumstances will SEED be liable for damages, whatever their nature (in particular damages for loss of profits) or relation with the cancellation of a tender, even if SEED has been warned of the possibility of damages.

Tenderers are requested not to contact SEED during the tender assessment period, unless through the formal questioning mechanism outlined above or if they are an existing SEED supplier, and then only in

pursuit of existing SEED business.

APPENDIXES

Appendix A: Technical Specifications

Appendix B: Tenderer's Declaration

Appendix C: Supplier Questionnaire

Appendix D: Financial proposal

Appendix A: TECHNICAL SPECIFICATION

The supplier is requested to provide price according to the bellow specification:

- The Offer must include the below document otherwise the offer might be excluded:
 - Company Registration.
 - List of previous work and experience with other organisations relevant to this tender without attaching previous contracts.
 - Supplier Questionnaires' and tender declaration.
 - Time required for delivery and installation

IT Equipment with Below specifications and Quantity

Laptops (14 Pieces) First type

- Installed Lifetime Genuine Microsoft Windows 10 or 11 Pro
- Installed Lifetime Genuine Microsoft Office 2019 Pro Plus
- RAM 16 GB
- Processor: Intel Core i7, 12th Generation
- Storage: 512 GB SSD
- Screen: 15 Inches

Laptops (6 Pieces) Second type

- Installed Lifetime Genuine Microsoft Windows 10 or 11 Pro
- Installed Lifetime Genuine Microsoft Office 2019 Pro Plus
- RAM 16 GB
- Processor: Intel Core i9, 13th Generation
- Storage: 512 GB or 1TB SSD
- Screen: 16 Inches

Monitors: (8 Pieces)

- **Adjustable.**
- **HDMI Cable Port**
- **Screen: 27**

NOTE: Warranty details are required for above items

Appendix B: TENDERER'S DECLARATION

We the Undersigned accept in full and without restriction the conditions governing this tender as the sole basis of this competition, whatever its own conditions of sale may be, which we hereby waive.

We have examined carefully, understood and comply with all conditions, instructions, forms, provisions and specifications contained in this tender dossier including the contract template with its annexes and the SEED Ethical and Environmental Policy. We are aware that failure to submit a tender containing all the information and documentation expressly required, within the deadline specified, may lead to the rejection of the tender at SEED discretion.

We hold no reservation in regard to the tender dossier; and are aware that any reservation may result in the rejection of the tender by SEED.

We are not aware of any corruption practice in relation to this competition. Should such a situation arise, we shall immediately inform SEED in writing.

We declare that we are affected by no potential conflict of interest, and that we and our staff have no particular link with other Tenderers or parties involved in this competition. Should such a situation arise during performance of the contract, we shall immediately inform SEED in writing.

Company name and address:
Company's Representative name:
Title of Representative in the Company:



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Representative's signature and stamp:

Date:

Appendix C: SUPPLIER QUESTIONNAIRE

ALL Suppliers to complete Sections in the declaration.

Company Profile

Name of Company	
Name of SEED staff member you have contact with; if any. (Name, Department, Location)	
Registered Office address	
Ordering Address (if different)	
Payment Address (if different)	
Telephone Number (2 phone Numbers)	
Email	
Website	
Company Registration number (Please attach a copy of the certificate)	
Establishment Year	

Experience & Subcontracting



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Please provide details of 3 customers/clients for whom you have completed contracts for in the last 3 years, willing to provide a reference. If available, attach reference letters.

	Reference 1	Reference 2	Reference 3
Customer/Organisation			
Contact name			
Telephone No			
Email			
Please detail what experience you have with dealing with International OR National Non-Governmental Organisations (INGO): If yes, please provide details about the scope of contract and the INGO name.			

Declaration (to be completed by Senior Authorised Manager. Please insert electronic signature or type name): I confirm that all the information given is accurate. For and on behalf of the supplier:

Name :	Position:
Date:	Signature:



Appendix D: FINANCIAL PROPOSAL

Pricing Table - BoQ						
#						
1						
2						
3						
4						
5						
6						

Note:

1. All Prices should be in US Dollars.
2. Summary list of previous work history must be provided, please don't attach all previous contracts.
3. The information in the bellow table needs to be filled by Tenderer otherwise the tendered might be excluded:

1	Delivery Time: <i>Please mention if it is working or calendar day</i>	
2	Validity of Offer (Days)	
3	Payment terms	
4	Total Price	



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Supplier Name:

Contact Person:

Telephone Number:

Email Address:

Office Address:

Signature/Stamp

Date:
