

Instructions to Bidders

RFP Reference No: SEED-PL-24-020

RFP Title: Graphic Design Consultancy Service

Date: Sep 30, 2024

1. Introduction

SEED Foundation as a locally-registered NGO in the Kurdistan Region of Iraq (KRI) invites you to submit a proposal for Graphic Design Consultancy Service. This Request for Proposal (RFP) aims to identify a supplier who not only meets the specified requirements but also delivers the best value for money, ensuring optimal quality and cost-efficiency. We seek a partnership with a supplier committed to excellence and aligned with our mission and standards.

2. Tender Procedure

2.1. Tendering Method

This tender follows an open/closed tender process. Bidders must comply with the instructions outlined in the RFP.

2.2. Key Dates:

- RFP Publication Date: **Oct 31, 2024**
- Deadline for Questions: **Nov 10, 2024 - 04:00 pm**
- Deadline for replying Questions: **Nov 13, 2024**
- Bid Submission Deadline: **Nov 19, 2024 - 04:00 pm**

2.3. Submission of Questions:

All inquiries concerning this RFP must be submitted using the "Clarification Request Form" (Annex C) and sent via email to proposal@seedkurdistan.org by the deadline specified above. SEED Foundation will respond to all questions in writing and share responses with all registered bidders.

3. Bid Submission Procedures

3.1. Submission Format:

Bidders must submit both the technical proposal and commercial proposal via email to proposals@seedkurdistan.org. All files must be in PDF format.

3.2. Tender Deliverable:

Technical Proposal folder shall include:

- **Attachment 2 - Annex A - Cover Letter**
- **Attachment 2 - Annex B - Acknowledgment of Receipt of Request for Proposal (RFP)** *"If you received this Request for Proposal (RFP) through a public announcement, submitting the form is not required. However, if you were invited directly to submit a proposal the form is mandatory to be submitted."*
- **Attachment 2 - Annex C - Clarification Request Form**
- **Attachment 2 - Annex D - Non-Disclosure Agreement**
- **Attachment 1 - Application Process**
- **Attachment 1 - Part 2: Evaluation Process**

Commercial Proposal folder shall include (only):

- **Attachment 1 - Objective - Commercial Proposal will be as per (Daily Rate)**

3.3. File Naming and Zipping:

- All technical packages should be zipped and named as follows:
SEED-PL-24-020 - Graphic Design Consultancy Service - Technical Proposal
- The commercial proposal should also be zipped and named as follows:
SEED-PL-24-020 - Graphic Design Consultancy Service - Commercial Proposal

3.4. Email Subject Line:

The subject of the email should be **SEED-PL-24-020 - Graphic Design Consultancy Service.**

3.5. File Size:

If the total file size exceeds 15 megabytes, bidders should upload the files to a cloud-based service (e.g., WeTransfer) and share the download link for both the technical and commercial proposals in the email.

3.6. Acknowledgment of Receipt:

Participants must confirm their intention to submit a proposal or decline participation in the RFP by sending a signed and scanned copy of the "Acknowledgment of Receipt of Request for Proposal (RFP)" (Annex B) to proposals@seedkurdistan.org by **Nov 04, 2024**.

4. General Conditions

- 4.1. Applicants must strictly adhere to all the requirements of this RFP. No changes, substitutions, or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by SEED Foundation in the form of Supplemental Information to the RFP.
- 4.2. Submission of a Proposal shall be deemed as an acknowledgment by the Applicant that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Applicant has read, understood, and agreed to all the instructions in this RFP.
- 4.3. Any Proposal submitted will be regarded as an offer by the Applicant and does not constitute or imply the acceptance of any Proposal by SEED Foundation. SEED Foundation is under no obligation to award a contract to any Applicant as a result of this RFP.
- 4.4. SEED Foundation upholds a strict policy of zero tolerance for proscribed practices, including fraud, corruption, collusion, unethical behavior, and obstruction. SEED Foundation is fully committed to preventing, identifying, and addressing any acts of fraud and corrupt practices, whether against SEED Foundation itself or any third parties involved in its activities.
- 4.5. In responding to this RFP, SEED Foundation requires all applicants to conduct themselves in a professional, objective, and impartial manner. Applicants must strictly avoid conflicts with other assignments or their own interests and must act without consideration for future work. Any Applicant found to have a conflict of interest will be disqualified.

4.6. Without limiting the generality of the above, Applicants, and any of their affiliates, shall be considered to have a conflict of interest in this solicitation process if they:

- Have been, or are currently, associated with a firm or any of its affiliates that SEED Foundation has engaged to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, or other documents used in this selection process;
- Were involved in the preparation and/or design of the program/project related to the services requested under this RFP; or
- Are found to be in conflict for any other reason, as determined by SEED Foundation at its discretion.

4.7. In the event of any uncertainty regarding what constitutes a potential conflict of interest, Applicants must disclose the situation to SEED Foundation and seek confirmation on whether such a conflict exists.

4.8. Similarly, Applicants must disclose in their proposal their knowledge of the following:

- **Ownership or Key Personnel Relationships:** That they are owners, part-owners, officers, directors, controlling shareholders, or have key personnel who are family members of SEED Foundation staff involved in procurement functions.
- **Potential Conflicts of Interest:** Any other circumstances that could potentially lead to actual or perceived conflicts of interest, collusion, or unfair competition practices.

4.9. Failure to disclose such information may result in the rejection of the proposal or any proposals affected by the non-disclosure.

5. Appendices:

- **Annex A:** Cover Letter
- **Annex B:** Acknowledgment of Receipt of Request for Proposal (RFP)
- **Annex C:** Clarification Request Form
- **Annex D:** Non-Disclosure Agreement

Annex A – Cover Letter

Bidder Name:

Date:

To: SEED Foundation

Dear [Sir/Madam],

We, the undersigned, hereby submit our proposal to provide professional services for **Graphic Design Consultancy Service** of SEED Foundation in accordance with your Request for Proposal dated **[insert: Date]**.

We hereby declare that:

- All information and statements made in this proposal are accurate, and we acknowledge that any misrepresentation may result in our disqualification.
- We have no outstanding bankruptcy issues, pending litigation, or legal actions that could affect our operational stability.
- We do not employ, nor do we plan to employ, any individuals who are currently or were recently employed by SEED.
- We confirm that we have read, understood, and accepted the Terms of Reference detailing the duties and responsibilities required by this RFP.
- We agree to abide by this proposal for **[insert: period of validity]**. Should our proposal be accepted, we are prepared to commence the services no later than the date specified in the Technical Proposal.
- We fully understand and acknowledge that SEED is not obligated to accept this proposal, that we are responsible for all costs associated with its preparation and submission, and that SEED will not be liable for any of these costs, regardless of the evaluation's outcome.

Yours sincerely,

Name:

Title:

Signature:

Date:

**Please copy the above text onto your letterhead, sign, stamp, and submit as a scan*

Annex B – Acknowledgment of Receipt of Request for Proposal (RFP)

Tender Reference Number: SEED-PL-24-020 RFP Title: Graphic Design Consultancy Service Issued by: [Insert Issuer's Organization Name] Date of Issue: [Insert Date] Deadline for Submission: Nov 04, 2024	
From: [Bidder's Name] [Bidder's Address] [Bidder's Email] [Bidder's Phone Number]	To: SEED Foundation Empire Business Towers, T3, Floor 20, Erbil Kurdistan Region of Iraq proposals@seedkurdistan.org
<p>We hereby acknowledge receipt of your Request for proposal (RFP) for the above-referenced tender. We confirm the following:</p> <ol style="list-style-type: none"> 1. Receipt Confirmation: <ul style="list-style-type: none"> • We have received the RFP, including all related documents, and understand the tender requirements. 2. Intention to Submit: <ul style="list-style-type: none"> <input type="checkbox"/> We intend to submit a tender proposal. <input type="checkbox"/> We do not intend to submit a tender proposal. 3. Confidentiality: <ul style="list-style-type: none"> • In addition to expressing your interest, you are required to submit a signed Non-Disclosure Agreement (Annex D) affirming that your firm will uphold strict confidentiality and not share, disclose, or distribute any of the documents or information provided by SEED. Failure to adhere to these conditions may result in disqualification from the RFP process and further legal action if necessary. 	
Authorized Signatory:	
Name: Title: Signature: Date:	

**Please copy the above text onto your letterhead, sign, stamp, and submit as a scan*

Annex C – Clarification Request Form

RFP No. SEED-PL-24-020 – for the Graphic Design Consultancy Service

Bidder Name:

Date:

No.	Document No.	Section/ Document Title	Bidder's Question	SEED Response
1.				
2.				
3.				
4.				

** it is not necessary to mention the document number or document title in case of general questions, but the bidder's clarifications must be filled out.*

Annex D– Non-Disclosure Agreement

The Disclosing Party: SEED Foundation Erbil, Kurdistan Region, Iraq. Social, Educational, and Economic Development
Empire Business Towers, T3, floor 20, Erbil, Kurdistan Region of Iraq

The Receiving Party: Your Company name

The Purpose: Graphic Design Consultancy Service

1. Confidential Information.

- a) All and any information in whatever form (including in oral, written, electronic and visual form) relating to the Disclosing Party and/or the Proposed Transaction, including information relating to the property, assets, business, trading practices, plans and/or proposals which is disclosed by the Disclosing Party or from any other member of the Group, or from any person acting on the Disclosing Party's behalf;
- b) Analyses, compilations, studies or other documents prepared by the Receiving Party or by their employees, contractors, and third parties which contain or otherwise reflect or are generated from any of the information specified in sub-paragraph (a) above; and
- c) The existence and contents of this letter and of any communications, discussions and negotiations between the Receiving Party and the Disclosing Party and the Disclosing Party's respective Representatives relating to the Proposed Transaction.

2. Exclusions from Confidential Information.

The Receiving Party's obligations under this Agreement do not extend to information that is: Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; discovered or created by the Receiving Party before disclosure by the Disclosing Party; learned by the Receiving Party through legitimate means other than from the Disclosing Party or the Disclosing Party's representatives; or is disclosed by the Receiving Party with the Disclosing Party's prior written approval.

3. Obligations of the Receiving Party.

- a) The Receiving Party shall hold and maintain the Confidential Information in confidence for the sole and exclusive benefit of the Disclosing Party and the intended purpose.
- b) The Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign non-disclosure restrictions as protective as those in this Agreement.
- c) The Receiving Party shall not, without the prior written approval of the Disclosing Party, use for the Receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any Confidential Information.
- d) The Receiving Party shall return to the Disclosing Party any and all records, notes, recordings, photos, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if the Disclosing Party requests it in writing.
- e) The Receiving Party will not use or permit the use of the Confidential Information for any purpose other than the agreed Purpose.
- f) The Receiving Party will keep all Confidential Information safely and securely and will use best/reasonable endeavours to protect it against theft, damage, loss and unauthorized access (including access by electronic means).

4. Time Periods.

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and the Receiving Party's duty to hold Confidential Information in confidence shall remain in effect "in-definite" after said termination or until the Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement.

5. Confidentiality.

All information relating to the Disclosing Party's and the Receiving Party's business affairs, products, trade secrets, know-how, personnel, customers, service users, partners, funders, materials and suppliers or otherwise, which may reasonably be regarded as confidential information shall be treated as 'Confidential Information'. Each party to the Agreement shall at all times use its reasonable endeavours to keep confidential (and to ensure that its employees and agents shall keep confidential) the Confidential Information which it or they may acquire before or during the course of this Agreement and shall not disclose such Confidential Information except with the written consent of the other party.

6. Personal Data

The Receiving Party acknowledges that it may have access to personal data held by the Disclosing Party in the course of the performance of this contract. In the event that any data is made available or accessible to the Receiving Party, its employees, agents or contractors, pertaining to the Disclosing Party, the Receiving Party undertakes that;

- a) It shall not copy, analyse, monitor or otherwise use that data except for the purposes set forth in this agreement for the benefit of the Disclosing Party;
- b) It shall use and/or hold the personal data only for the purposes and in the manner directed by the Disclosing Party and shall not otherwise modify or amend or alter the contents of such personal data or disclose or permit the disclosure of such personal data to any third party unless specifically authorized in writing by the Disclosing Party.
- c) The Receiving Party will comply fully with all applicable laws, regulations, and government orders relating to personal data and data privacy with respect to any such data that the Receiving Party receives or has access to under this agreement or in connection with the performance of any services for the Disclosing Party.
- d) The Receiving Party will protect Personal Data and will not use, disclose, or transfer across borders such Personal Data except as necessary to perform under this agreement or as authorized by the data subject or in accordance with applicable law.

7. Ownership and Provision of Information.

The Disclosing Party shall retain ownership of all its Confidential Information as disclosed hereunder:

- a) Nothing contained in this agreement or in any disclosures made hereunder shall create or imply, or be construed as to grant to the Receiving Party any licence or other rights in or to the Confidential Information and/or any intellectual property rights attached thereto, or act as a waiver of any rights that the Disclosing Party may have to prevent infringement or misappropriation of any patents, patent applications, trademarks, copyright, trade secrets, know-how or other intellectual property rights owned or controlled by the Disclosing Party as at the Effective Date.

- b) The Disclosing Party provides the Confidential Information "as is" and accordingly no disclosure thereof by it hereunder shall constitute any representation, warranty, assurance, guarantee or inducement by such Disclosing Party with respect to infringement of patents or other rights of third parties, nor is any warranty or representation as to the accuracy, Completeness or technical or scientific quality of any of the Disclosing Party's Confidential Information provided hereunder. (For the avoidance of doubt, it is stated expressly that the Disclosing Party neither makes, nor have made, any representation or warranty as to the merchantability or fitness for a particular purpose of any Confidential Information disclosed)

8. Breach.

It is acknowledged that the breach of this agreement by the Receiving Party would cause the Disclosing Party irreparable injury not compensable in monetary damages alone. Accordingly, in the event of a breach, or a threat of a breach, the Disclosing Party, in addition to its other remedies, is entitled to a restraining order, preliminary injunction or similar relief so as to specifically enforce the terms of this agreement or prevent, cure or reduce the adverse effects of the breach. The Disclosing party shall have the right to pursue all losses incurred in the event of a breach by the Receiving Party and the service contract shall be canceled immediately after notification in writing.

SIGNED ON BEHALF OF THE DISCLOSING PARTY:

Full Name:

Signed:

Date:

SIGNED ON BEHALF OF THE RECEIVING PARTY:

Full Name:

Signed:

Date: