

## SUPPLY CONTRACT PRIOR INFORMATION NOTICE

### Title: Establishing Green Plastic Factory

**1. Publication reference:**

SDLG\_05\_VNGI

**2. Procedure**

Local Open Tender for a supply contract

**3. Programme title**

SDLG, Sustainable Development through Improved Local Governance.

**4. Financing**

The project is financed by the Ministry of Foreign Affairs of The Netherlands, in accordance with the rules of the SDLG program. The BOQ is based on US dollars and conversion to euros can be made at the time of order.

**5. Contracting authority**

VNG IQ / SDLG

**6. Contract description:**

The Green Plastic Factory project aims to establish a plastic recycling facility in the Duhok Governorate, Iraq, under the Sustainable Development through Improved Local Governance (SDLG) program funded by the Ministry of Foreign Affairs of the Netherlands. The project is designed as a social enterprise, focusing on job creation, technical capacity building, climate change education, waste management awareness, and fostering social cohesion between the host and Refugee communities. The factory's primary function is not commercial but rather to serve the local community and government by reinvesting revenues into the facility's maintenance and development.

The Green Plastic Factory must provide a solution for the mixed plastic films present in household waste. The machine setup must be suitable for this, and the products produced in the factory must be usable and applicable in the region. The machine setup must have a (maximum) capacity of 100 tons when scaled up, but it should also be able to scale down to a lower tonnage. The machine setup must be capable of converting LDPE film into a raw material for the extruder. An assessment of both the available raw materials and the required products must be carried out both in advance and on-site. The operators must receive a thorough hands-on training program, after which a 'train the trainer' model can be applied. This program should be provided by trainers who have considerable practical experience with setting-up and running a plastic recycling factory, furthermore the trainers should have considerable training experience

It is important that the supplier of the green plastic factory implements a social/educational plan. The beneficiaries of the social plan should be the local population. Troubleshooting and remote maintenance must be contracted for at least 3 years.

**7. Intended timing of publication of the contract notice**

16 December 2024

**8. Indicative number and titles of Lots:**

Lot 1: Service: Assessment: A 2–3 week in-country assessment in the Duhok region to identify the most common types of plastics to recycle.

Lot 2: Supply: Purchasing Setup and Installation Machine

Lot 3: Training Programs: Train-the-Trainer Program, Factory Staff Training  
Awareness Programs for Youth.

**9. Maximum Budget**

160,000 USD excluding VAT, but including import duties and transportation

**10. Additional information**

This contract will serve to supply the materials mentioned above and includes their installation and the training of local staff members on operations and maintenance.

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## INSTRUCTIONS TO TENDERERS

PUBLICATION REF: SDLG\_05\_VNGI

By submitting a tender, tenderers fully and unreservedly accept the special and governing contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract 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. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

These Instructions set out the rules for the submission, selection, and implementation of contracts financed under this call for tenders.

### 1. Supplies to be provided

1.1 The subject of the contract is to supply, manufacture, deliver, install, and commission by the Contractor the following goods specified per lots:

- **Lot1:** Service: Assessment: A 2–3 week in-country assessment in the Duhok region to identify the most common types of plastics to recycle.
- **Lot2:** Supply: Purchasing Setup and Installation Machine
- **Lot3:** Training Programs: Train-the-Trainer Program, Factory Staff Training

The location is Kwashe Solid Treatment Plant or any alternative location in Duhok governorate, Kurdistan region of Iraq where supplies are to be delivered.

1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements, and other instructions.

1.3 Tenderers are not authorized to tender for a variant solution in addition to the present tender.

## 2. Tender Details:

Procurement reference number:	SDLG_05_VNGI
Name and address of procurement entity:	VNG Iraq Procurement and Contract Unit — Duhok Office
Project Title	<b>Establishing Green Plastic Factory</b>
Basis for the award	Per Each Lots
Bid Submission Method:	Softcopy Submission
Documents comprising the bid	The tender package comprises the following documents: <ul style="list-style-type: none"> <li>• Technical Specification</li> <li>• Financial Bid Form</li> <li>• All additional documents</li> </ul>
Closing date for Clarifications	10 January 2025
E-mail for Clarification	<a href="mailto:procurement.iraq@vng.nl">procurement.iraq@vng.nl</a> - <a href="mailto:floor.steenkamp@vng.nl">floor.steenkamp@vng.nl</a>
Deadline for submission	21 January 2025
Delivery address for bid submissions	<a href="mailto:procurement.iraq@vng.nl">procurement.iraq@vng.nl</a>
Tender opening session	23 January 2025
Tender Evaluation session	28 January 2025

\* All times are in the time zone of the country of the Contracting Authority Provisional date

## 3. Participation

- 3.1 BUDGET for calls: Participation is open to all national and international companies that are effectively established in Iraq and abroad.
- 3.2 Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract
- 3.3 To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.
- 3.4 Where tenders include subcontracting, it is recommended that the contractual arrangements between tenderers and their subcontractors include mediation, according to national and international practices, as a method of dispute resolution.

#### 4. Origin

4.1 Unless otherwise provided in the contract or below, all goods purchased under the contract must originate in a Member State of the European Union or in a country or territory of the regions covered and/or authorized by the specific instruments applicable to the program specified in clause 3.1 above. For these purposes, 'origin' means the place where the goods are mined, grown, produced, or manufactured and/or from which services are provided.

If the estimated budget is above or equal to EUR 100 000: All supplies under this contract must originate in one or more of the above countries.

4.2 When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection.

#### 5. Type of Contract

Hybrid

#### 6. Currency

Tenders must be presented in USD

#### 7. Lots.

7.1 The tenderer may submit a tender for all of the lots.

#	Description	Unit
1	Supply, install, and test Green Plastic Factory with Machine Setup (Hand balers, Detailed machine specification, Supplier selection Shipment-RFQ and FAT process -Saw table, Customized press, Extruder, Chillers, Shredder, Defuming equipment, Agglomerator, Dryer + belt, Switch block, Crane, Critical parts and inverter, 2 Customized Brick Moulds with LPH prints)  - capacity (Max. 100 ton/year) - able to convert ldpe film into raw material for the extruder	Lump sum
2	Supply, install and test Moulds: 2 intrusion and 1 press mould	Lump sum
3	Train the Trainer Program	3
4	3 year troubleshooting and remote maintenance	
5	The products produced at the Green Plastic Factory must be able to be usefully applied in the region	
6	Assessment	
7	Social Program	
8	Education Program	
9	Awareness Program	

## 8. Period of validity

- 8.1 Tenderers will be bound by their tenders for a period of 30 days from the deadline for the submission of tenders.
- 8.2 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 10 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated.
- 8.3 The successful tenderer will be bound by its tender for a further period of 20 days. A further period is added to the validity period of the tender irrespective of the date of notification.

## 9. Language of tenders

- 9.1 The tenders, all correspondence, and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure, which is English.

If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English, it is strongly recommended to provide a translation into English, to facilitate the evaluation of the documents.

## 10. Submission of tenders

### 10.1 The complete tender must be submitted in one password-protected

ZIP-file via <https://wettransfer.com/> addressed to [procurement.iraq@vng.nl](mailto:procurement.iraq@vng.nl) The technical and financial offers must be placed together with all required attachments in one folder, the title of the folder should be the project name.

All tenders must be received by the Contracting Authority before the deadline for submission of tenders specified in the table in point 1 above. All submitted tenders will be downloaded so that a notification email will go to the tenderer to inform them that the package has been downloaded. All submitted tenders will then be opened with the password after the deadline.

The tender shall thus be sent via WeTransfer / or regular email as a password-protected ZIP-file to the following address: [procurement.iraq@vng.nl](mailto:procurement.iraq@vng.nl).

**The password should be submitted in a separate email to the following contacts:**

**[Mohammed.Alshiakh@vng.nl](mailto:Mohammed.Alshiakh@vng.nl) with [floor.steenkamp@vng.nl](mailto:floor.steenkamp@vng.nl) in CC**

- 10.2 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, (SDLG\_05\_VNGI) needs to be written on the subject of the email; where applicable, the number of the lot(s) tendered for needs to be written in the body of the email.
- (c) the words “Not to be opened before the tender opening session” in the language of the tender dossier;
- (d) the name of the tenderer. To be written in the signature place.
- (e) You should use VNG templates when submitting tender documents. Otherwise, the tender will be rejected.

The technical offer must be placed in a technical folder, financial offers, and required financial documents must be placed in a financial folder and administrative forms and documents and CVs of the company should be placed in an administrative folder.

## 11. Content of tenders

Failure to fulfil the below requirements will constitute an irregularity and may result in the rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

### Part 1: Technical offer:

A detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required. The contractor shall provide the following documents:

- Registration certificate copy of the Company or Engineering Office;
- The Curriculum Vitae(s) of the expert(s) the Company or Engineering Office proposes to work with;
- A detailed report on the technical methods of providing items associated with the timeline
- A project schedule timetable;
- Relevant necessary pictures or catalogues of the items (optional)

The technical offer should be presented as per the template (Annex Technical specification + technical offer form\_supply) adding separate sheets for details if necessary.

### Part 2: Financial offer:

This financial offer should be presented as per the template (Annex Financial offer and budget breakdown), adding separate sheets for details if necessary.

### Part 3: Other documentation:

- The tender guarantee;
- Bank account details (into which payments should be made and the bank statement for 3 last years)
- Company profile catalogues, including printed brochures and product catalogues relevant to the goods/services being procured;
- A commercial warranty;
- A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin);
- Duly authorized signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture, or consortium is duly authorized to do so.

Remarks:

Tenderers are requested to follow this order of presentation.

## 12. Taxes and other charges

The applicable tax and customs arrangements are the following:

Taxes and other expenses to be covered by company (tenderer)

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.

## 13. 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 to the following address up to 10 days before the deadline for submission of tenders, specifying the **publication reference and the contract title**:

[procurement.iraq@vng.nl](mailto:procurement.iraq@vng.nl) and [floor.steenkamp@vng.nl](mailto:floor.steenkamp@vng.nl)

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

Any prospective tenderers seeking to arrange individual meetings with either the Contracting Authority during the tender period may be excluded from the tender procedure.

## 15. Alteration or withdrawal of tenders

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

No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.



## 16. 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.

## 17. 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.

## 18. Opening of tenders

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

The tenders will be opened in public session **on 23<sup>rd</sup> January 2025** at the VNGI office in Iraq, Duhok by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.

At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the Contracting Authority may consider appropriate may be announced.

After the public 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. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## Evaluation of tenders

### Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

#### Technical evaluation

After analyzing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required are to be evaluated at the start of this stage.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

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

#### Financial evaluation

- 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 tenderer. If the tenderer does not accept them, its tender will be rejected.
- c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the Contracting Authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

#### Award criteria

To be used in all cases except where a supply contract includes particularly significant ancillary services. The contract will be awarded to the highest-scored compliant tender.

## 19. Signature of the contract and performance guarantee

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

The successful tenderer must also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified in the contract notice.

If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity within 7 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.

The Contracting Authority may waive the obligation of any candidate or tenderer to submit the documentary evidence referred to above if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the candidate

or tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

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. The total value of the supplies may not, as a result of the variation rise or fall by more than 25% of the original financial offer in the tender. The unit prices quoted in the tender shall be used

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, with the performance guarantee (if applicable), to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.

If it fails to sign and return the contract and any financial guarantee required within 8 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be canceled 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..

## 20. 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 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.

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 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, tenderers that have been awarded contracts must abide by core labor 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.

VNGI 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 Contracting Authority 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 Contracting Authority.

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.

The Contractor undertakes to supply the VNGI on request with all supporting documents relating to the conditions of the contract's execution.

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.

## 21. Cancellation of the tender procedure

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;

## **22. Data Protection**

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 a possible transmission to the bodies charged with monitoring or inspection tasks in the application of Union law.

## CONTRACT

### SUPPLY CONTRACT

REFERENCE NUMBER: SDLG\_05\_VNGI

'The Contracting Authority

Of the one part,

**VNG International Iraq,  
VNG Office, Mazi Land,  
Building A1, 1st Floor, Apartment #6, Duhok, IRAQ.**

And

('The Contractor')

Of the other part,

of the other part,

have agreed as follows:

## PROJECT SDLG

**CONTRACT TITLE: Establishing Green Plastic Factory**

**It is hereby agreed as follows:**

### **Article 1 Subject**

The Green Plastic Factory project aims to establish a plastic recycling facility in the Duhok Governorate, Iraq, under the Sustainable Development through Improved Local Governance (SDLG) program funded by the Ministry of Foreign Affairs of the Netherlands. The project is designed as a social enterprise, focusing on job creation, technical capacity building, climate change education, waste management awareness, and fostering social cohesion between the host and Refugee communities. The factory's function is not primarily commercial but rather to serve the local community and government by reinvesting revenues into the facility's maintenance and development.

Principles:

It is important that the Green Plastic Factory provides a solution for the mix foil plastics present in household waste. The machine set-up must be suitable for this purpose and the products produced at the factory must be able to be usefully applied in the

region. The machine set-up should have a capacity of maximum 100 tonnes when scaled up but it can also scale down to a lesser tonnage. The machine set-up should be able to convert ldpe film into raw material for the extruder. An assessment of both the raw materials available and also the products required must be carried out in advance and on site. The operators should receive thorough and hands-on training in an already existing green plastic factory, after which train the trainer can be applied. It is important that a social/educational plan is implemented by the supplier of the Green Plastic Factory. The beneficiary of the social plan should be the local population. Trouble shooting and remote maintenance should be contracted for at least 3 years.

The project involves a customised machine set-up, moulds, tools, maintenance, social plans and upkeep. Housing, power supply and permits are not included in this contract.

The contractor is also responsible for any partial demolition or damage to the existing supplies that may occur during the installation of items. All work under this contract must be carried out. under the supervision and in accordance with the instructions provided by local plant and VNG International engineers, as detailed in the Bill of Quantities (BOQ).

- 1.2 The place of acceptance of the supplies shall be in Kwashe Solid Treatment Plant or any alternative location in Duhok governorate, Kurdistan region of Iraq.
- 1.3 The time limits for delivery are agreed upon according to the attachment timetable of the work.
- 1.4 The contractor shall comply strictly with the terms of the special conditions the technical annex and the updated BOQ.

## **Article 2 Origin**

The rules of origin of the goods are defined in Article 8 of the Special Conditions.

A certificate of origin for the goods must be provided by the Contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract.

## **Article 3 Price**

- 3.1 The total maximum contract price shall be contract price **160,000 USD**. VNG International pays the amount agreed upon in BOQ in euros to the contractor via bank transfers and VNG International does not bear taxes.
- 3.2 Payments shall be made in accordance with the Special Conditions (Article 18).

## **Article 4 Order of precedence of contract documents**

The contract is made up of the following documents, in order of precedence:

- the Contract agreement;
- the Special Conditions;
- the Technical Specifications;
- the Budget breakdown;

- Timetable of work;

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above.

## **Article 5 Other specific conditions applying to the contract**

Done in English in two originals.

**For the Contractor**

**Name:**

**Title:**

**Signature:**

**Date:**

**For the Contracting Authority**

**Name:**

**Title:**

**Signature:**

**Date:**



## ***SPECIAL CONDITIONS***

**PUBLICATION REF.: SDLG\_05\_VNGI**

### **CONTENTS**

These conditions amplify and supplement if necessary, the general conditions governing the contract.

#### **Article 1 Language of the Contract**

The language used shall be English.

#### **Article 2 Communications**

Procurement team via the below email

[procurement.iraq@vng.nl](mailto:procurement.iraq@vng.nl)

#### **Article 3 Subcontracting**

Subcontracting is not allowed under this tender dossier

#### **Article 4 Supply of documents**

The submitted documents are drawings, technical specifications, and tender documents:

- Technical form,
- Financial form,
- Special condition,
- Registration of the company,
- CV of the expert(s) working at Company,
- Bank statements,
- Similar experiences/work,
- Timeline of project implementation,
- and other relevant paperwork.

All documents must be stamped and officially signed by the company.

#### **Article 6 Assistance with local regulations**

The original manufacture certification for all imported items needs is submitted with their guarantee maintenance period (if applicable).

### **Article 7 General Obligations**

The logo of the VNG commission should be visible in all the related documents and visibility items. The signboard of the project needs to include the logo of the VNG and the contracting authority with the local government logo, all need to be visible on the signboard on the top side of the project. The design of the signboard is to be approved by VNG International.

### **Article 8 Origin**

All goods purchased under the contract must originate in a Member State of the European Union or in a country or territory of the regions covered in the SDLG program. For these purposes, 'origin' means the place where the goods are mined, grown, produced, or manufactured and/or from which services are provided.

### **Article 9 Performance Guarantee**

The performance guarantee period is 12 months starting from the initial acceptance date (handing over date) of working.

### **Article 10 Liabilities and Insurance**

Compensation for damage resulting from the Contractor's liability in respect of the Contracting Authority is capped at an amount equal to the contract value.

**DAP - Delivered at Place:** Incoterm whereby the buyer bears all risks and costs of import clearance:

"the seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination. The seller bears all risks involved in bringing the goods to the named place"<sup>1</sup>, including customs clearance for export, but not for import at the port or at the border of the agreed place of destination.

### **Article 11 Programme of implementation of tasks**

The Contractor shall provide the Supervisor with a simplified program of the implementation of the tasks. This program shall include at least the order and time limits in which the Contractor proposes to carry out the works,

The Supervisor shall return this document to the Contractor with any relevant remarks within 10 days of receipt, save where the Supervisor, notifies the Contractor of its wish for a meeting in order to discuss the documents submitted

### **Article 12 Sufficiency of Tender Prices**

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<sup>1</sup> Idem.

- 12.1 The Contractor shall be deemed to have satisfied itself before submitting its tender as to the correctness and sufficiency of the tender and to have taken account of all that is required for the full and proper implementation of the tasks and to have included in its rates and prices all costs related to the supplies, in particular:
- a) the costs of transport;
  - b) the costs of handling, packing, loading, unloading, transit, delivery, unpacking, checking, insurance, and other administrative costs in connection with the supplies. The packaging shall be the property of the Contracting Authority;
  - c) the cost of documents relating to the supplies where such documents are required by the Contracting Authority;
  - d) execution and supervision of on-site assembly and/or commissioning of the delivered supplies;
  - e) furnishing of tools required for assembly and/or maintenance of the delivered supplies;
  - f) furnishing of detailed operation and maintenance manuals for each unit of the delivered supplies, as specified in the Contract;
  - g) supervision or maintenance and/or repair of the supplies, for a period of time stated in the Contract, with the stipulation that this service shall not release the Contractor from any warranty obligations under the Contract;
  - h) training of the Contracting Authority's personnel, at the Contractor's factory and/or elsewhere as specified in the contract.

### **Article 13 Tax and Customs Arrangements**

The delivery conditions are DAP instead of DDP.

### **Article 14 Commencement order**

Commencing date is **three days**, after signing the contract. The Contracting Authority shall inform the Contractor by administrative order of the date on which implementation of the tasks shall begin.

### **Article 15 Period of implementation of the tasks**

The period for implementing the tasks is **24 Months**.

### **Article 16 Quality of Supplies**

The quality of the supplies should be according to the reported technical specification list.

### **Article 17 Inspection and testing**

The below machines and supplies need to be inspected and tested.

## Article 18 General principles for payments

Payments shall be made in Euros

	Percentage	Nature	Timing
1.	30%	Advance payment	For Lot1: assessment
2	40%	Second payment	For Lot2: after delivered supplies at place
3	30%	Final payment	For Lot3: After completion of the work to be approved by the beneficiary and VNG International
4	5% from the submitted BOQ amount	Certified check to be returned to the contractor	Within 365 days of the issuing of the signed Final statement of account.

## Article 19 Delivery

### 19.1 Specific packaging requirements:

The packaging shall become the property of the recipient subject to environmental considerations.

### 19.2 Set out requirements as regards documents to accompany each delivery and markings on the packaging:

The delivery supplies should be attached with their certificates of origin and their manufacturer part numbers, which should match the ordered part numbers (see the BOQ details).

## Article 20 Provisional acceptance

The provision acceptance will be based on VNG technical expert approval due to the BOQ specifications.

## Article 21 Warranty obligations

### 21.1 Additional obligations under the warranty, e.g. commercial warranty: Not Applicable

### 21.2 The technical warranty must remain valid for two years after provisional acceptance of the provided mechanical.

**CONTRACT TITLE: Establishing Green Plastic Factory**

**PUBLICATION REF: SDLG\_05\_VNGI**

Tender Name:

Date:

**Economic and financial capacity of candidate & Technical and professional capacity of candidate:**

No	Criteria	Max. Points obtainable	Please answer each question.	Score
<b>1</b>	<b>Technical Scoring</b>			
1.1	The contractor meets the requested technical specifications; be able to process (maximum) 100 tonnes per year of mix foils into granules, process the granules into customised products that can be usefully applied, including required training and social plans. meets up the technical requirement offered all the required technical specifications for all Items to be supplying in implementation of the project.	20	The contractor must clearly list all technical specifications that he/she intends to use or supply to complete this project	
1.2	The contractor must provide a project work plan schedule.	10		
1.3	Contractor measures for the safety of the implementation of the work	10		
1.4	There is existing experience with at least 2 green plastic factories abroad	10		
	<b>Sub- Total of Technical Evaluation</b>	<b>50</b>		
<b>2</b>	<b>Financial Scoring</b>			
2.1	Financial standing (Current financial standing of the company i.e., bank statement or audited financial statement)	20		
2.2	The average annual turnover of the tenderer in the past <b>2 years</b> at a cost not less than EUR 25,000.	10		
	<b>Sub- Total of Financial Evaluation</b>	<b>30</b>		
<b>3</b>	<b>Management Scoring</b>			
3.1	Company and Engineering Bureau Profile, between 3-10 pages, level (1-3)	10		
3.2	Similar work experience and using the VNG templates.	10		
	<b>Sub- Total of Management Evaluation</b>	<b>20</b>		
	<b>Total Score</b>	<b>100</b>		

<b>Committee member name</b>	
<b>Committee member 's signature</b>	
<b>Chairperson</b>	
<b>Date</b>	