

INSTRUCTIONS TO TENDERERS

Tender reference: IRQ_ERB_CFT_2021_003 – Flight agency

INSTRUCTIONS TO TENDERERS

Contracting authority: Terre des Hommes Foundation, (Tdh) Iraq

Type of market: Flight agency

Tender reference: IRQ_ERB_CFT_2021_003

FINANCING:

The project is funded by multi donors.

The beneficiary of the funding is the Terre des hommes Foundation (Tdh) Tdh.

Important note: By submitting a tender, the tenderer fully and unreservedly accepts the contents of these Instructions as the sole basis for this tender procedure, irrespective of its own terms and conditions of sale, which it hereby waives. Tenderers must carefully review and comply with all instructions, forms, contractual provisions and specifications contained in these tender documents. Failure to submit a tender containing all the required information and documentation within the specified time limits may result in the rejection of the tender. No reservations regarding the tender documents may be considered and will result in the immediate rejection of the tender without further evaluation.

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1. General instructions

- 1.1 These Instructions to Applicants set out the rules for the submission, selection and implementation of actions under this Call for Proposals.
- 1.2 The tenderer will bear all costs related to the preparation and submission of its tender (visits, on-site inspection, etc.). The contracting authority will not be responsible or liable for any costs incurred by the tenderer, regardless of the progress or outcome of the procedure.
- 1.3 Terre des hommes retains ownership of all bids received in this tender procedure. Consequently, bidders may not demand that their bids be returned to them.
- 1.4 The evaluation committee reserves the right to reject any file deemed insufficiently complete at the time of the evaluation of the offers.

2. Services to be provided

- 2.1 The purpose of this call for tenders is to solicit competitive bids for providing flight tickets and all the services related to this market for Tdh staff in Iraq delegation.
- 2.2 The call for tenders will lead to the signature of a framework contract valid for one year and renewable for 1 one year with the selected supplier following this call for tenders.
- 2.3 The Services will be delivered by official email to Tdh communication representative from the supplier.
- 2.4 You will find a detailed description of the goods and services requested in the technical specifications in **Annex 1 of this file - "Technical Specifications"**.
- 2.5 Each delivery will be triggered by the issue of a written Purchase Order by TdH and will be subject to the conditions (quality, deadlines, price, etc...) which will be detailed in the contract signed with the successful tenderer.

3. Lot

- 3.1 **This call for tenders comprises:**

Description of the lot	Commission fee on each ticket in % and/or in USD
The benefit that supplier takes on each flight ticket	

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- 3.2 **The tenderer may respond to the whole lot .**
- 3.3 If they do not propose service that correspond exactly to the characteristics listed in the technical specifications, participants in the Call for Tenders will have the opportunity to submit an offer for a model that comes as close as possible to the characteristics listed in the technical specifications.
- 3.4 The tenderer may, if he wishes, propose several options for this service.

4. Methods of payment :

- 4.1 Ideally Tdh would like to proceed to a payment on delivery and with monthly invoicing for all / services which will be carried out during the month.

5. Planning of the call for tenders :

Steps	Dates*
Publication of the Call for Tenders	21/11/2021
Deadline for requesting clarification from Tdh	20/12/2021 to 04:00 PM
Last day when Tdh gives clarifications	20/12/2021 to 05:00 PM
Deadline date and time for receipt of tenders	21/12/2021 to 04:00 PM
Offer opening session	Between 22/12/2021 and 23/12/2021
Notification of award to the successful tenderer	26/12/2021
Signature of the contract	Between 26/12/2021 and 30/12/2021

*Tentative dates / All times are in the time zone of the country of the contracting authority.
This schedule is subject to change by Tdh according to the constraints encountered.

6. Presentation of the offer :

- 6.1 Tenders, associated documents and correspondence between the tenderer and Tdh must be written in the language of the procedure, which is English.
- 6.2 Tenders must be received by **21/12/2021 04:00 PM to Tdh office-Erbil in sealed envelope with the tender reference IRQ_ERB_CFT_2021_003**. Late tenders will be rejected and will not be evaluated. Nevertheless, all tenders received after the submission deadline will be retained by the contracting authority. **No tender dossier through email will be accepted.**

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- 6.3 All tenders must be submitted **in the tender box/box** provided for this purpose, in the original version in a sealed and stamped envelope, either by registered letter or private courier service with acknowledgement of receipt, or by hand in return for a signed receipt to the following address:

**Terres des Hommes Office, Iraq, Erbil, House 535 Ainkawa Aven Street Behind
Damasqino Restaurant Second Alley on the left.
Telephone : 0783 446 7601**

- 6.4 An electronic copy of the offer (on a USB stick) - in addition to the original paper offer - will be highly appreciated.
- 6.5 The envelope should be marked as follows:
- a) Call for tenders N° IRQ_ERB_CFT_2021_003
 - b) "Not to be opened before the opening session of the offers.
- 6.6 Prizes written in pencil will not be taken into account. All deletions, modifications or changes must be initialled by the signatory of the offer. All bids must be signed by an authorized representative of the bidder.

7. Contents of the offers :

All tenders submitted must comply with the requirements of the tender dossier and the dossier submitted by the tenderer must contain at least the following documents. Bidders who do not provide all the documents below and in the formats requested may be excluded from the selection process:

#	Documents to be submitted	Instructions
1	These Instructions to Tenderers	Sign and stamp ALL PAGES
2	Appendix 1 Technical specifications	The benefit that supplier takes on each flight ticket Signed and stamped ALL PAGES
3	Appendix 2: Profile & Supplier Questionnaire	Complete ALL sections in full, sign, stamp ALL PAGES

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4	Appendix 3: Good commercial practices TdH	Mandatory before signing the contract
5	A Price offer in the tenderer format	Price offer with commission fees applied by the travel agency on each ticket Price offer must be Dated, signed and stamped ALL PAGES
6	Proof of company registration in the country	It should be noted that only offers from companies whose main activity is related to this market will be analysed.
7	Updated Certificate of tax status	Valid, issued by the General Taxes Offices
8	At least 3 client references (preferably NGOs or international organisations) and proof of previous experience with the same type of service (copies of contracts, order forms, delivery notes, etc.).	Specify the names, addresses and telephone contact details, the nature, value of the contracts and the dates of completion. TdH reserves the right to contact these references without notifying the tenderer.
9	Original Bank account's details	The bank details must be in the name of the company.
10	Power of attorney of the company's representative (if applicable)	If representative is different than the owner
11	Flash Disk	All the documentation that the supplier will submit physically, should be stored in a flash Disk or Disk and this should be inside the envelope with the physical files.

8. Questions and clarifications regarding the tender dossier

- 8.1 If Tdh, on its own initiative or in response to a request from a tenderer, adds or clarifies information to the tender dossier, this information will be sent in writing and shared at the same time with all other potential tenderers.
- 8.2 Tenderers should submit their questions by e-mail to the following address, **until 20, December 2021 to 04:00 PM**, specifying **the publication reference and the contract title:** irq.tenders@tdh.ch.
- 8.3 Any bidder seeking to organise a private meeting with Tdh during the tender period will risk being excluded from the tender procedure.

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- 8.4 The contracting authority may, if necessary, extend the deadline for the submission of tenders to give tenderers sufficient time to take into account any changes that may be made to the tender dossier.

9. Clarification meeting / visit to the tenderer's premises

- 9.1 No clarification meeting is planned on the Tdh premises.

10. Period of validity of offers

- 10.1 Tenders must remain valid for a period of **120 days from the** deadline for submission of tenders. In exceptional cases and before expiry of the initial period of validity, Tdh may request in writing that this period be extended by **40 days**. Tenderers accepting this request are not authorised to modify their offer. In case of refusal, tenderers cease to participate in the procedure. The successful tenderer remains bound by its offer for a period of **90 days from the** date of receipt of the notification informing it that it has been selected.

11. Modification and withdrawal of offers

- 11.1 Tenderers may modify or withdraw their tenders by written notification before the submission deadline. No tender may be modified after this date.
- 11.2 Any notification of modification or withdrawal shall be prepared, sealed, marked and submitted in accordance with Article 6.6. The envelope shall also be marked "modification" or "withdrawal". Withdrawals shall be unconditional and shall terminate all participation in the tendering procedure.

12. Opening and evaluation of tenders

a) Opening of offers:

- 12.1 The purpose of opening the tenders is to check whether the tenders are complete, whether the documents have been correctly completed and signed and whether the tenders are generally in order.
- 12.2 The bid evaluation committee will not take an immediate decision on the admissibility or inadmissibility of bids at the time of bid opening.
- 12.3 Tenders will be examined in a restricted session on a date fixed by the evaluation committee.

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12.4 After the opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of the tenders and recommendations concerning the award of the contract will be disclosed until the contract has been awarded.

b) Administrative evaluation:

12.5 The purpose of this stage is to verify the conformity of the tenders received, in terms of substance and the requirements of the tender documents. A tender is deemed to be compliant when it complies with all the conditions, terms and specifications contained in the tender documents, without any significant deviations or restrictions. Substantial deviations or restrictions are those which affect the scope, quality or performance of the contract, or which substantially depart from or limit the rights of the contracting authority or the obligations of the tenderer under the contract and adversely affect the competitive position of tenderers who have submitted compliant tenders. Tenders that are administratively found to be non-compliant will be rejected and will not proceed to the technical evaluation stage.

c) Technical evaluation:

12.6 In order to be considered technically compliant, the offer must meet or exceed the required conditions and technical specifications without significant deviations or restrictions.

Any bid that is clearly not suitable and capable of providing the services requested in the call for tenders will be excluded from the selection process. Bids that are found to be technically non-compliant will not be evaluated financially.

d) Financial evaluation:

12.7 The financial evaluation aims to identify the lowest bid among the technically compliant bids.

e) Request for clarification:

12.8 During the evaluation process, in the interests of transparency and equal treatment, the evaluation committee may ask tenderers, in writing, to clarify their tender within a reasonable period of time, without them being able to modify it. None of these requests for clarification must be aimed to correct any initial errors or failures affecting the performance of the contract or distorting competition.

12.9 Tdh also reserves the right to visit the premises and examine the stocks of the bidders whose bids have been pre-selected before making the final selection. This step may have an impact on the decision of the evaluation committee if the capacity of the bidder is not considered adequate or compatible with that indicated in the tender documents.

f) Criteria for awarding the contract:

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- 12.10 The contract will be awarded to the tender that is both **technically** and **administratively compliant** and to the **most economically advantageous, taking into account** the quality of the services offered and the price of the tender.

Offers will be evaluated according to the criteria listed below:

- o Ability to meet the conditions required by the call for tenders
- o Compliance with Tdh terms and conditions
- o Price competitiveness
- o Delivery capacity
- o Proven experience in the sector of activity concerned (copies of contracts, references, etc ...)
- o Terms of payment (Tdh prefers 100% payment on a monthly basis after end of each month).
- o Method of Payment (Tdh will prefers always to pricess the payment via bank transfer under company name)
- o Additional services/customer benefits (i.e. visa, airport pick-up-dropping etc...)

13. Signature of the contract

- 13.1 Within three (3) working days following receipt of the contract, the selected Supplier must sign, date and return it to Tdh.
- 13.2 If the successful tenderer does not return the signed contract within three (3) working days, Tdh may, after notification, consider the award null and void and award the contract to the second place tenderer.
- 13.3 Unsuccessful tenderers will be informed by e-mail within 10 days from the date of award of the contract.
- 13.4 The successful tenderer will be informed by e-mail that his offer has been accepted. Before the contract is signed between the contracting authority and the successful tenderer, the latter must provide the documentary evidence or declarations required by the legislation of the country where the company (or each company in the case of a consortium) is established which are not already provided with the tender documentation. Such evidence, declarations or documents must bear a date which may not be more than one year prior to the date of submission of the tender.
- 13.5 If the successful tenderer does not provide these documents within 10 calendar days of notification of the contract award or if it is found that he has provided false information, the contract award shall be considered null and void.

14. Cancellation of the tender procedure

- 14.1 In particular, a cancellation may occur when:
- o the tender procedure was unsuccessful, i.e. when no adequate, qualitatively or financially acceptable offer was received or when there was no valid reply;
 - o the technical or economic elements of the project have been fundamentally modified ;

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- o exceptional circumstances or force majeure make the normal execution of the project impossible;
- o all technically acceptable offers exceed the available budget;
- o Substantial errors, irregularities or acts of fraud have been found in the course of the process, in particular where they have prevented fair competition.
- o where the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate to the contract price.

Under no circumstances Tdh can be held liable for any damages whatsoever, including and without limitation, damages for loss of profit, related in any way to the cancellation of the tender procedure, even if the contracting authority has been informed of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.

15. Ethics

Failure to comply with the following ethical rules will result in the immediate exclusion of the tenderer from this procedure:

(a) Child labour :

Child labour is prohibited by international conventions. As such, no child under the age of 18 may work directly or indirectly for a contract signed with Terre des hommes.

b) Exploitation/slavery :

The working conditions of the employees of the holder of contracts signed with Terre des hommes must comply with the regulations in force in the country, in particular with regard to minimum wages and working hours. In the absence of these regulations, working conditions must be downgraded and wages must be equivalent to the average wages practiced in the area. Any physical constraints or sanctions against employees are excluded.

(c) Links with the production and trade of anti-personnel mines :

In compliance with the international treaty banning anti-personnel mines (the Ottawa Treaty), no contractor will be able to claim a contract with Terre des hommes if it is proven that the latter participates in any way whatsoever in the spread of anti-personnel mines (production, trade, assets, shareholders, transport, storage, etc.). In this precise case, any contract awarded may be terminated immediately by Terre des hommes without the contractor being able to claim any compensation whatsoever.

(d) Links with weapons trade :

In respect of our status as an international solidarity organisation, no company or supplier can claim to do business with Terre des hommes if it is proven that it participates in any way whatsoever in the weapons trade (production, trade, assets, shareholders, fundraising, transport, storage, etc.).

(e) Links with terrorist networks :

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No company or supplier may claim to carry out a contract with Terre des hommes if it is proven that the latter has links, in any form whatsoever, with terrorist networks of any kind (acts of violence perpetrated against civilian populations or civilians installations committed by an organisation).

f) Respect for the environment:

Terre des hommes market holders must strive to use production techniques and processes that respect the fundamental rules of environmental protection, (mainly with regard to deforestation and the use of chemical agents affecting the protection of biodiversity).

g) Conflict of interest:

No employee or member of Terre des hommes may accept or solicit any gratuities, favours or personal benefits related to his or her position or contracts. Similarly, no company or supplier may claim to carry out a contract if there is a direct family or interest link with a member of the staff of Terre des hommes.

h) Practices of Corruption, Fraud, Collusion or Coercion:

Terre des hommes will reject any proposal made by tenderers, suppliers or candidates, if it is established that they have engaged in practices of corruption, fraud, collusion or coercion. In such a case, Terre des hommes will terminate their contract.

15.1 Tenderers certify that they are aware of the following documents:

- Tdh Code of Conduct: <https://www.tdh.ch/en/media-library/documents/general-code-conduct-tdh>
- TdH Child Protection Policy: https://www.tdh.ch/sites/default/files/6535c480-43ad-4dba-985a-486828fc42_r_pse_d_pol_fr_original.pdf
- Tdh's policy - protection - exploitation - sexual - abuse: <https://www.tdh.ch/en/media-library/documents/policy-protection-sexual-exploitation-abuse>

16. Situations of exclusion

- 16.1 Tdh will exclude from this procedure any tenderer in one of the following situations:

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- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities or are in any analogous situation arising from a similar procedure in national legislation or regulations;
- b) have been convicted by a judgment having the force of res judicata for any offence committed in the exercise of his professional activity.
- c) they have been guilty of grave professional misconduct proven by any means which the contracting authorities can justify.
- d) not having fulfilled obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of Iraqcountry in which he is established or with those of the country of the contracting authority or those of the country where the contract is to be performed.
- e) have been the subject of a judgment which has the force of res judicata for fraud, corruption, participation in a criminal organisation, money laundering or terrorist financing, or any other illegal activity detrimental to the Communities' financial interests;
- f) have been declared to be in serious breach of contract in a previous procurement procedure for failure to comply with its contractual obligations;
- g) candidates who are subject to a conflict of interest ;
- h) be guilty of misrepresentation.
- i) have been guilty of attempting to influence the evaluation committee in the process of examining, clarifying, evaluating and comparing tenders, obtaining information on the progress of the process or influencing Tdh in its decision on the award of the contract.
- j) have tendered for more than one offer either individually or as a partner in a joint venture/consortium. The participation of a Tenderer in more than one tender will result in the disqualification of all tenders in which the Tenderer is involved in this procedure.
- k) be guilty of exploitative child labour or other forms of human trafficking. It must in any case respect the fundamental social rights and the dignity of working conditions of everyone in its enterprise but also with the subcontractors with whom it works in the course of its activities.
- l) be in one of the situations mentioned in the "Ethics" article of this document.

17. Subcontracting

- 17.1 Subcontracting will not be accepted except in exceptional circumstances and with the prior authorisation of Tdh.

18. Contents of the tender dossier

- 18.1 The tender dossier contains the following elements:
- a) These Instructions to Tenderers
 - b) Appendix 1 - Technical specifications
 - c) Appendix 2 - Supplier profile & questionnaire
 - d) Annex 3- Tdh Good Business Practices

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Appendix 1
Technical specifications

The purpose of framework agreement is that to insure flight ticket for all Tdh staff and any service related to this field, and it will give right to Tdh to book best ticket for their staff and give right of cancelation or changing the ticket if its necessary.

Offer Form		
DESCRIPTION	PRICE	COMMENTS
The benefit that supplier takes on each flight ticket		Expressed in % of commission fee

Validity:

1 Year as of 1st January 2022, with the possibility of renewal for one more year.

Payment Term and method:

- ❖ The withholding tax will be applied as required by the legal law.
- ❖ The currency of the payment will be: **UNITED STATE Dollars, USD**
- ❖ The payment will be by **CASH** for Purchase Orders equal to or less than 2,000 USD (Or the equivalent in other currencies).
- ❖ The payment will be exclusively by **BANK TRANSFER** to the bank account which is under the Hotel name as per (Annex H) for Purchase orders more than 2000 USD (Or the equivalent in other currencies).
- ❖ The payment will be processed as a post paid in the end of each month after receiving original invoices from the supplier.

Date:

Company name:

Legal representative:

Signature and stamp:

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**Appendix 2
Supplier Profile & Questionnaire**

From: Terre des hommes Foundation (Tdh), Delegation Iraq

Submitted by:

	names of tenderers	nationality
Contractor		
partner 1		
partner 2		

* Add/delete additional lines for partners where appropriate. note that a subcontractor is not considered a partner for the purposes of this tender procedure. if this tender is submitted by an individual tenderer, the name of the tenderer must be entered as "Contractor" (and the other lines must be deleted).

Contact person

name	
address	
telephone	
e-mail	

We, the undersigned, declare that:

- 1 We have examined and accept in its entirety the contents of the tender documents. We accept its provisions in full, without reservation or restriction. We certify that we are not in any of the situations mentioned in clause "16. Situation of exclusion" of the Instructions to Tenderers; prohibiting submission to the tender.
- 2 we comply to carry out, in accordance with the terms of the tender documents, the conditions (general and special), the technical specifications and the time limits set, without reservation or restriction, the following work:

Provide Flight Tickets booking service
- 3 we make this request in our own right and for this tender. We confirm that we are not bidding for the same contract in any other form.
- 4 we note that the contracting authority is not obliged to pursue this invitation to tender and reserves the right to award only part of the contract. It does not incur any liability towards us.

Date:

Company name:

Legal Representative, name and surname, signature and stamped:

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Appendix 3

Rules of good business practice

1. Preamble

Terre des hommes (Tdh) is Switzerland's largest child relief organisation. Founded in 1960, Terre des hommes builds a better future for disadvantaged children and their communities through innovative approaches and concrete and sustainable solutions.

Active in more than 30 countries, Terre des hommes develops and implements field projects that improve the daily lives of more than 2.1 million children and their families, particularly in the fields of health and protection.

This commitment is financed by individual and institutional support, 86% of which is allocated directly to Terre des hommes projects.

These Rules of Good Commercial Practice provide a basis for any working relationship between Tdh and its suppliers.

These are compulsory general rules unless special conditions are mentioned in the contract. In the event of conflicting terms between the documents, the terms of the contract or tender documents will prevail over these Rules of Good Commercial Practice.

2. Principles of procurement procedures

Tdh has set up transparent procedures for awarding contracts. The main principles are :

- o Transparency in the procurement process
- o Proportionality between the procedures followed for awarding contracts and the value of the contracts.
- o Equal treatment of potential suppliers
- o Prevention of conflicts of interest

The usual criteria for selecting a supplier are :

- o Authorisation to sell goods/services in the country
- o Financial and economic capacity
- o Technical expertise
- o Professional capacities
- o Respect for ethical standards, including child labour

The usual criteria for awarding contracts are :

- o Automatic award (the cheapest offer meeting all the requirements)
- o The best value for money

3. Misconduct, Ineligibility and Exclusion

Tdh considers each case of misconduct below as a valid reason to exclude a tenderer from a contract award procedure and to terminate any employment relationship and contract:

- o **Fraud:** defined as any intentional act or omission concerning :
 - The use or presentation of false, incorrect or misleading statements or documents.

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or incomplete, which would lead to the misappropriation or reprehensible retention of funds from Tdh or institutional donors.

- Concealment of information, with the same consequences.
 - The use of these funds for purposes other than those for which they were intended originally attributed.
- o **Active bribery:** deliberately promising or giving an advantage to any person to act, or refraining from acting, in accordance with their duty, in a way that harms or may harm the interests of Tdh or institutional donors.
 - o **Collusion:** a cartel between competing companies that would likely result in the probable outcome price rises, falling production and rising profits of allied companies far in excess of their natural rise. An attitude of collusion is not automatically based on the existence of explicit agreements between companies. It can also be tacit.
 - o **Coercive practices:** harming or threatening to harm, directly or indirectly, people or persons or their property, in order to influence their participation in a procurement procedure or to influence the performance of a contract.
 - o **Direct bribery:** offering Tdh employees money or donations in kind in order to obtain additional contracts or to continue a contract.
 - o **Involvement in a criminal organisation** or any other illegal activity established by the US Government, the European Union, the United Nations or any other Tdh donor. In this sense, Tdh screens its tenderers and contractors in order to put itself in a material position to verify and demonstrate, in particular to its backers, that it does not collaborate with entities or persons appearing on the lists of persons considered to be linked to criminal activities. Tdh thus demonstrates that the necessary checks have been carried out and that all useful measures have been taken to prevent persons on these lists from being paid by the organisation, which is thus entitled to receive funding from its donors.
The tenderer or contractor has the right to access, request correction or deletion of his private data used for filtering. He may also at any time decide to object to the purpose of the use of his data. Nevertheless, this last right would call into question his collaboration with Tdh, which is obliged to respect the purpose of the use of the data, which is clearly explained.
Tdh is also legally obliged to transmit the filtered data to the relevant government authorities if they request it.
 - o **Practices that do not respect ethical standards:** Non-respect of the Global Code of Conduct of Tdh, in particular through the practice of zero tolerance towards violations of child protection and any form of sexual abuse and/or exploitation. Any violation of the Global Code of Conduct must be reported to Tdh within 3 working days.

Tdh will exclude from the purchase procedure any candidate or tenderer who is in one of the following cases:

- o Being in bankruptcy or liquidation, or under judicial supervision, being in a situation of (arrangement with creditors), have suspended business activities, are the subject of proceedings concerning those matters or are in a similar situation arising from a procedure provided for in national legislation or regulations.
- o Having been convicted of an offence in the exercise of his professional activity by a judgment having the force of res judicata
- o Have been guilty of serious professional misconduct proven by any means

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- o Failure to fulfil obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of either the country in which the company is established, the country in which Tdh operates or the country in which the contract will be executed.
- o Having been tried for fraud, corruption, participation in an organisation criminal or any other illegal activity.
- o Have been declared liable for serious breach of contract for non-compliance with obligations in a previous purchase procedure.

Tdh will not award contracts to candidates or tenderers who, during the procedure, will be subject to a conflict of interest.

4. Administrative and financial penalties

In the event that a contracted supplier, candidate or tenderer is involved in corrupt, fraudulent, collusive or coercive practices, Tdh will impose :

Administrative sanctions

- o The fraudulent practices of the supplier may be notified to the civil authorities, or
The company will not be liable for any loss of business, and will immediately terminate any professional relationship with the company.

Financial sanctions

- o Tdh will request reimbursement of expenses directly and indirectly related to driving the vehicle.
a new tendering or contract award procedure. Where applicable, the bid guarantee or performance bond will be retained by Tdh.

5. Information and Access for Donors

The supplier agrees to guarantee a right of access to its financial and accounting documents so that Tdh, as well as the representatives of its institutional backers, can carry out checks and audits.

The supplier accepts that Tdh will carry out checks on its company to ensure that it is not on one of the black lists of its institutional backers, in relation to the fight against money laundering and terrorism.

In the event that a contracted supplier, candidate or tenderer is involved in corrupt, fraudulent, collusive or coercive practices, Tdh will immediately inform the institutional backers and provide them with all relevant information.

Documents to be submitted by the supplier :

You will find below the minimum documents to be provided by any company or individual contractor wishing to work with Tdh:

- o Company Status and Registration
- o Engagement order or power of attorney authorising the representative to sign the contract
- o Copy of tax registration

Please note: Additional documents may be requested for a particular market.

In addition, the Supplier must have a minimum of administrative equipment such as the ability to issue an Invoice, a Delivery Note and have an official stamp.

6. Anti-bribery policy

If you believe that the action of a person (or group of persons) belonging to Tdh does not comply with the above rules, you must report it in accordance with Tdh's reporting policy.

In order to make the processing possible, the reports will have to provide the most precise information possible; your name and contact details are not obligatory but mentioning them is strongly recommended.

INSTRUCTIONS TO TENDERERS

Tender reference: **IRQ_ERB_CFT_2021_003 – Flight agency**

All reports will be treated confidentially to the extent permitted by law. Tdh will implement all reasonably possible means to preserve the anonymity of the person reporting an abuse, and to protect him/her from possible reprisals.

Alerts should be sent to this address: concern@tdh.ch.

TO BE FILLED IN BY THE COMPANY SUBMITTING AN OFFER:

DECLARATION OF CONFORMITY AND COMMITMENT

I, the undersigned _____ company representative _____ certifies that it understands and complies with the clauses set out in this document.

As a representative and on behalf of the company, I accept the terms of the Terre des hommes Rules of Good Commercial Practices and I undertake to provide the best possible performance in the market:

Furthermore, I certify that the company _____ does not meet any of the conditions set out in paragraph III: Misconduct, Ineligibility and Exclusion.

I explicitly guarantee that the company _____ respects the principles of non-exploitation of children, also respects social rights and working conditions for any employee or subcontractor.

Date :

Signature and stamp :

Important note : All pages of these Rules of Good Commercial Practices must be signed with the initials of the company representative.



INSTRUCTIONS TO TENDERERS

Tender reference: IRQ_ERB_CFT_2021_003 – Flight agency
