

INSTRUCTIONS TO TENDERERS

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

Type of market: Money Transfer services in IQD and USD to Tdh Offices & Service Provider's/ Suppliers, in Anah, Baghdad, Erbil, Tal Afar, Kirkuk, Shirqat, Tikrit, Mosul and Sinjar

Tender reference: IRQ_ERB_CFT_2021_002

FINANCING:

The project is funded by multi donors.

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

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.

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 the: **Money Transfer services in IQD and USD to Tdh Offices & Service Provider's/ Suppliers, in Anah, Baghdad, Erbil, Tal Afar, Kirkuk, Shirqat, Tikrit, Mosul and Sinjar**
- 2.2 The call for tenders will lead to the signature of **one or several framework contract with one or several service providers**. The Framework contract will be valid for one year and possibly renewable for one year with one or more suppliers selected following this call for tenders. Tdh is not committing to any specific amount to be transferred.
- 2.3 You will find a detailed description of the goods and services requested in the technical specifications in **Annex 1 of this file - "Technical Specifications"**.
- 2.4 Tenderers may, if they wish, propose several options regarding the coverage of this service as long as as they are compliant with technical specifications in Annex 1.
- 2.5 The quantities mentioned in Annex 1 - Technical Specifications are estimates and can in no way be considered as a firm commitment on the part of Tdh..
- 2.6 Each delivery will be triggered by the issue of a written Purchase Order by TdH and will be subject to the conditions (deadlines, price, etc...) which will be detailed in the contract signed with the successful tenderer.
- 2.7 The Service Provider undertakes to maintain the prices offered for the entire duration of the contract (**12 MONTHS**). The prices may be renegotiated at the end of the Framework Contract, if TdH and the Service Provider wish to extend the contract.
- 2.8 Services will be provided by one or several contractors, taking in charge all or part of the lots. The contractor(s) will be the only one responsible in front of the contracting authority (Tdh).
- 2.9 Tdh reserves the right to contract the one or several suppliers for the same service
- 2.10 All transfers must be pre-financed by the service provider. Tdh will pay the service provider after reception of the money, plus the agreed fees
- 2.11 Service provider must be able to provide small USD bills (\$1-\$5-\$10-\$20-\$50-\$100) according to the detailed cash transfer request of Tdh.

- 2.12 Service provider must be able to provide IQD bills (250-500-1000-5000-10000-25000) according to the detailed cash transfer request of Tdh. All bills must be in good physical condition.
- 2.13 Service provider must provide 100 USD bills printed in 2009 or later.
- 2.14 The tenderer must be registered with the Ministry of Trade and the documents should be provided to Tdh in the tender dossier.
- 2.15 The tenderer must have the approval from Central Bank of Iraq for providing money transfer services. The approval document should be included in the tender dossier.
- 2.16 The transfers will be both in Iraqi Dinars (IQD) and United States Dollars (USD)
- 2.17 The Service Provider should have the capacity to receive international and national bank transfer. The bank account must be at the name of the company exclusively.
- 2.18 The Service Provider should have internal administrative procedures of control, which are guaranteeing the money delivery to the correct recipient
- 2.19 The Service Provider must guarantee delivery in the defined period / specific deadline
- 2.20 A framework contract will be signed for one year period with fixed prices and conditions for the length of the contract.
- 2.21 The service provider bears all costs and risks associated with the delivery of the money to the locations (**see detailed technical specifications in Appendix 1**)
- 2.22 The tenderers are invited to submit several technical and financial offers equivalent to Tdh standard (**see detailed technical specifications in Appendix 1**).
- 2.23 If bidders do not propose services that correspond exactly to the characteristics and service listed in the annex 1 "technical specifications", participants in the Call for Tenders will have the opportunity to submit an offer for a service that comes as close as possible to the characteristics listed in the technical specifications.
- 2.24 The tenderer may, if he wishes, propose several options for this service.

3. Security

- 3.1 The service provider is responsible for acquiring all necessary clearances (JCMC, JCC etc) to access areas of Iraq that are detailed in annex 1.
- 3.2 The service provider is responsible for the security of the transfers to the final delivery point. Tdh will not be held responsible for any issues/lost during the transportation/transfer to the delivery point.

4. Delivery :

The delivery must take place within 48 hours after the reception of the request by the supplier

5. Methods of payment :

- 5.1 Ideally Tdh would like to proceed to a payment after delivery and with invoicing for all deliveries which will be carried out during the month.

6. Planning of the call for tenders :

| Steps | Dates* |
|--|---|
| Publication of the Call for Tenders | 17/January/2022 |
| Deadline for requesting clarification from Tdh | 15/February/2022 to 4:00 PM |
| Last day when Tdh gives clarifications | 16/February/2022 to 4:00 PM |
| Deadline date and time for receipt of tenders | 17/February/2022 to 4:00 PM |
| Offer opening session | Between 20/February/2022 and 22/February/2022 |
| Notification of award to the successful tenderer | 27/February/2022 |
| Signature of the contract | Between 28/February/2022 and 02/03/2022 |

*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.

7. Presentation of the offer :

- 7.1 Tenders, associated documents and correspondence between the tenderer and Tdh must be written in the language of the procedure, which is **English**.
- 7.2 The financial offer must cover all the goods / services described in **Appendix 1** and must be expressed **all taxes included, in United States Dollars** (USD) or Iraqi Dinnar (IQD).
- 7.3 Tenders must be received by **17/February/2022 to 4:00 PM**. 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.
- 7.4 All tenders must be submitted **in the tender box/box** provided for this purpose, in the original version in a sealed 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 Aveen Street Behind Damasqino Restaurant Second Alley on the left.
Telephone : 0783 446 76 01

- 7.5 An electronic copy of the offer (on a USB stick) - in addition to the original paper offer - will be highly appreciated.

7.6 The envelope should be marked as follows:

- a) Call for tenders N°IRQ_ERB_CFT_2022_002
- b) "Not to be opened before the opening session of the offers.
- c) No tender offer received via email will be accepted.

7.7 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.

8. 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 <u>ALL PAGES</u> |
| 2 | <u>Appendix 1</u> : Technical specifications | Sign and stamp <u>ALL PAGES</u> |
| 3 | <u>Appendix 2</u> : Profile & Supplier Questionnaire | Complete ALL sections in full, sign, stamp <u>ALL PAGES</u> and submit |
| 4 | Financial offers (<u>in supplier format</u>) | Presented on supplier format with the commission fees in percentage and/or <u>all taxes included and in US DOLLARS</u> Sign and stamp |
| 5 | Technical offers (<u>in supplier format</u>) | Presented on supplier format as per Technical Specifications in Appendix 1. It must clearly stated: <ul style="list-style-type: none"> ▪ <u>The technical offer of the bidders must clearly stated the minimum and maximum amount is able to deliver for each of the IQD and USD currency</u> ▪ <u>Lead time to proceed and deliver money upon Tdh's request</u> Sign and stamp |
| 6 | Updated Certificate of tax status | Valid, issued by the General Taxes Offices |
| 7 | Company registration | Providing company registration |
| 8 | registered with the Ministry of Trade | The tenderer must be registered with the Ministry of Trade and the documents should be provided to Tdh in the tender dossier. |
| 9 | approval from Central Bank of Iraq for providing money transfer services | The tenderer must have the approval from Central Bank of Iraq for providing money transfer services. The approval document should be included in the tender dossier. |

| | | |
|----|--|--|
| | | |
| 10 | 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. |
| 11 | Original Bank account's details | The bank details must be in the name of the company. |
| 12 | Power of attorney of the company's representative (if applicable) | If representative is different than the owner |
| 13 | Owner ID or Passport | A copy of the owner ID or passport |
| 14 | Documentation type of submission | Supplier is responsible to submit all the documentation by a hard copy and soft copy version stored in a Flash disk or Normal disk and stored inside the sealed envelope. |

9. Questions and clarifications regarding the tender dossier

- 9.1 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.
- 9.2 Tenderers should submit their questions by e-mail to the following address, **until 15/February/2022 to 4:00 PM**, specifying **the publication reference and the contract title**: irq.tenders@tdh.ch.
- 9.3 Any bidder seeking to organise a private meeting with Tdh during the tender period will risk being excluded from the tender procedure.
- 9.4 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.

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

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

11. Period of validity of offers

- 11.1 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.

12. Modification and withdrawal of offers

- 12.1 Tenderers may modify or withdraw their tenders by written notification before the submission deadline. No tender may be modified after this date.
- 12.2 Any notification of modification or withdrawal shall be prepared, sealed, marked and submitted in accordance with Article 13.1. The envelope shall also be marked "modification" or "withdrawal". Withdrawals shall be unconditional and shall terminate all participation in the tendering procedure.

13. Opening and evaluation of tenders

a) Opening of offers :

- 13.1 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.
- 13.2 The bid evaluation committee will not take an immediate decision on the admissibility or inadmissibility of bids at the time of bid opening.
- 13.3 Tenders will be examined in a restricted session on a date fixed by the evaluation committee.
- 13.4 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 :

- 13.5 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 :

- 13.6 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 :

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

e) Request for clarification:

- 13.8 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.
- 13.9 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:

- 13.10 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:

- Ability to meet the conditions required by the call for tenders
- Technical offer aligned and compliant with Tdh requirements
- Compliance with Tdh terms and conditions
- Price competitiveness
- Proven experience in the sector of activity concerned (copies of contracts, references, etc ...)
- Terms of payment (Tdh prefers 100% payment after delivering the service and resiving the delivery note and invoice).

14. Signature of the contract

- 14.1 Within Ten (10) working days following receipt of the contract, the selected Supplier must sign, date and return it to Tdh.
- 14.2 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.
- 14.3 Unsuccessful tenderers will be informed by e-mail within 10 days from the date of award of the contract.
- 14.4 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.
- 14.5 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.

15. Cancellation of the tender procedure

15.1 In particular, a cancellation may occur when:

- the tender procedure was unsuccessful, i.e. when no adequate, qualitatively or financially acceptable offer was received or when there was no valid reply;
- the technical or economic elements of the project have been fundamentally modified ;
- exceptional circumstances or force majeure make the normal execution of the project impossible;
- all technically acceptable offers exceed the available budget;
- Substantial errors, irregularities or acts of fraud have been found in the course of the process, in particular where they have prevented fair competition.
- 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.

16. 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 :

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.

16.1 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-486828fc4f42_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>

17. Situations of exclusion

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

- 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 Iraq country 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.

18. Subcontracting

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

19. Contents of the tender dossier

- 19.1 The tender dossier contains the following elements:

- a) These Instructions to Tenderers
- b) Annex 1 - Technical specifications
- c) Annex 2 – Supplier profil and questionnaire

Appendix 1 - Technical specifications

SERVICE: Money Transfer services in IQD and USD to Tdh Offices & Service Provider's/ Suppliers, in Anah, Baghdad, Erbil, Tal Afar, Kirkuk, Shirqat, Tikrit, Mosul and Sinjar.

1/ Location of Tdh premises

| Governorate | District |
|--------------|----------|
| Anbar | Anah |
| Baghdad | Baghdad |
| Kirkuk | Kirkuk |
| Salah Al-Din | Tikrit |
| Salah Al-Din | Shirqat |
| Nineveh | Tal Afar |
| Nineveh | Mosul |
| Nineveh | Sinjar |
| Erbil | Erbil |

Tdh' s offices are located in this governorates/ districts. Tdh 's offices addresses will be disclosed to the awarded service providers.

Tdh 's suppliers and services provider are located within the governorates and districts mentioned above. As their addresses could not be known in advance by Tdh, the bidders must be in capacity to cover these geographics area in term of Hawalah's service. The address wil be disclosed prior to request transfer.

2/ Currency & bill

- The service provider must be in capacity to provide both IQD and USD (US dollars) currencies.
- For USD, the service provider must be able to provide USD bills of \$1 / \$5 / \$10 / \$20 / \$50 / \$100; according to the detailed cash transfer requesting of Tdh.
- Service provider must provide 100 USD bills printed in 2009 or later.
- For IQD, the service provider must be able to provide IQD bills of 250 / 500 / 1000 / 5000 / 10000 / 25000 / 50000; according to the detailed cash transfer requesting of Tdh.
- All bills (USD ad IQD) must be in good physical condition.

4/ Amount

- The techical offer of the bidders must clearly stated the minimum and maximum amount is able to deliver for each of the IQD and USD currency

5/ Delivery lead time

- The money delivery must take place within 48 hours after the reception of Tdh request by the Service provider. It must cleary stated in the technical offer.

6/ Security

- The service provider is responsible for acquiring all necessary clearances (JCMC, JCC etc) to access areas of Iraq mentioned above.
- The service provider is responsible for the security of the transfers to the final delivery point. Tdh will not be held responsible for any issues/lost during the transportation/transfer to the delivery point.

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 "Situations of exclusion".
- 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 service:

Money Transfer services in IQD and USD to Tdh Offices & Service Provider's/ Suppliers, in Anah, Baghdad, Erbil, Tal Afar, Kirkuk, Shirqat, Tikrit, Mosul and Sinjar
- 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.

Legal Representative, name and surname

Date:

Singiture:

Company stamp:.....