REQUEST FOR QUOTATION (RFQ) - GOODS
إستمارة طلب عرض - بضاعة

REFERENCE CODE:	**IRAQ-TA-2021-018**	**رقم المناقصة :**
ORIGINAL DATE ISSUED:	**March 18, 2021**	**تاريخ ألاصدار :**
LAST DATE FOR CLARIFICATION:	**March 25, 2021**	**أخر موعد للأستفسار و التوضيح:**
CLOSING DATE:	**March 28, 2021**	**تاريخ الغلق و تسليم المناقصة:**

SUBJECT: **Hawala (Money Transfer) Service for Iraq and North East Syria**

Our organization, a non-profit organization, provides humanitarian assistance to "people in need", is seeking quotations from eligible contractors to **Hawala (Money Transfer) Service for Iraq and North East Syria**. Our organization anticipates awarding Multiple or Single contract(s) as a result of this Solicitation. Our organization reserves the right to award more or none under this RFQ.

All bids shall be submitted **via e-mail to Syr-tendering@blumont.org as PDF format and clearly written the subject of the tender** This RFQ is in no way obligates our organization Our organization to award a contract nor does it commit our organization to pay any cost incurred in the preparation and submission of a proposal.

Our organization bears no responsibility for data errors resulting from transmission or conversion processes.

Sincerely
Procurement Committee

الموضوع : **خدمة الحوالة (تحويل الأموال) إلى العراق و شمال شرق سوريا**

منظمتنا و هي منظمة غير ربحية تعمل لخدمة المنكوبين في العالم و تسعى للحصول على عروض أسعار من المقاولين المؤهلين لغرض الموضوع: **خدمة الحوالة (تحويل الأموال) إلى العراق و شمال شرق سوريا.** وتتوقع منظمتنا منح (عقود) متعددة أو مفردة نتيجة لهذا الطلب. وتحتفظ منظمتنا بالحق في منح التعاقد بأكثر أو أقل من المتوقع للطلب أعلاه.

لهذا الطلب. وتحتفظ منظمتنا بالحق في منح التعاقد بأكثر أو أقل من المتوقع للطلب أعلاه.

يجب على جميع مقدمي العطاءات تقديم العروض عبر الايميل :**عبر الايميل: Syr-tendering@blumont.org و بصيغة PDF** و تم التوضيح للموضوع المناقصة بان المنظمة لا تلتزم بأي حال من الأحوال بمنح العقد كما أن المنظمة لا تلتزم بدفع أي تكاليف متكبدة في إعداد وتقديم العرض.

كما ان منظمتنا لا تتحمل أية مسؤولية عن أي أخطاء في البيانات الناتجة عن عمليات النقل أو التحويل او المحادثة.

مع فائق الاحترام و التقدير
لجنة المشتريات

I) PURPOSE: Hawala (Money Transfer) Service for Iraq and North East Syria

أ) **الغرض:** خدمة الحوالة (تحويل الأموال) إلى العراق و شمال شرق سوريا

II) TYPE OF CONTRACT/PURCHASE ORDER TO BE AWARDED AS A RESULT OF THIS SOLICITATION

[FIRM FIXED UNIT PRICE]

ب) نوع العقد / أمر الشراء الذي سيتم منحه كنتيجة لهذا المناقصة

سعر الوحدة الثابتة

III) PERIOD OF PERFORMANCE AND DELIVERY DATES

Period of Performance is **Up to September 29, 2021**

The Contractor must furnish completed deliverables to Our Organization for review, inspection and acceptance within the timeframe specified above.

The Contractor must promptly notify Our Organization in writing within **One day** calendar days of any problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the requirements of the contract. The Contractor must relieve its right in its entirety to additional time and/or compensation should it fail to provide written notification with the aforementioned timeframe.

ت) أحكام العقد / أمر الشراء و مواعيد التسليم

مدة العقد : لغاية 29 ايلول 2021

يجب على المقاول تقديم التسليمات المكتملة إلى منظمتنا للمراجعة والتفتيش والقبول خلال الإطار الزمني المحدد أعلاه. يجب على المقاول إخطار منظمتنا على الفور كتابيًا في غضون اليوم واحد من أيام تقويمية من أي مشاكل أو حالات تأخير أو ظروف معاكسة تؤدي إلى إعاقة مادية عن قدرة المقاول على تلبية متطلبات العقد .يجب على المقاول أن يعفي حقه بالكامل في توفير وقت إضافي و / أو تعويض في حالة فشله في تقديم إشعار كتابي بالإطار الزمني المذكور أعلاه.

IV) TIMELINE

The Timeline for this Tender shown below:

ث) الجدول الزمني

الجدول الزمني لهذه المناقصة كما هوموضح ادناه:

ACTIVITY	Date ألتاريخ	النشاط
ORIGINAL DATE ISSUED TENDER	March 18, 2021	تاريخ ألاصدار :
LAST DATE FOR CLARIFICATION VIA E-MAIL IRQ-Tendering@blumont.org	March 25, 2021	أخر موعد للأستفسار و التوضيح عن طريق البريد الالكتروني:IRQ-Tendering@blumont.org
RETURN OF TENDER (CLOSING DATE)	March 28, 2021	تأريخ الغلق و تسليم العطاء
RETURN OF TENDER (CLOSING TIME) (IRAQI TIME)	5:00 PM	وقت الغلق و تسليم العطاء (بتوقيت العراق)
TENDER REVIEW COMMITTEE	March 30, 2021	لجنة مراجعة المناقصات
LOCAL COMMITTEE ON CONTRACT	March 31, 2021	لجنة للعقد
"GO-LIVE" WITH SUPPLIER	April 4, 2021	منح المناقصة

V) VALIDATION OF BIDS AND PRICES:

This offer is valid for **(90) Ninety** days from the date of offer submission.

ج) نفاذ الاسعار:

هذا العرض ساري المفعول لمدة (90) تسعون يوماً من تاريخ تسليم العرض.

VI) GENERAL REQUIREMENTS

Selected offeror must provide all requested information and fulfill all conditions requested.
Offers that do not fully meet any of the requirements listed below will be disqualified/rejected. **Offerors' names must match with the names that appear in SAM registration, business license, and country registration, or any official documents.**

- The Offeror must complete Due Diligence Questionnaire if selected for award within 5 days
- The Offeror must have a DUNS number or obtain one within 5 days of being notified of selection. DUNS number can be obtained as below:

  SAM website: https://www.sam.gov/SAM/. In some cases, SAM registration will also be required in order to receive federally funded award.

  DUNS Website: http://fedgov.dnb.com/webform (This is a must for USAID funded awards)

  YouTube tutorial on Getting a DUNS number: https://www.youtube.com/watch?v=DtwYgWr2CJI
- The Offeror must be registered in SAM.gov as one of the security requirements, below is the link of Tutorial on Registering Your Business with Federal System for Award Management SAM:

  https://www.youtube.com/watch?v=4ucwm8sGycw

ح) متطلبات العامة

يجب على مقدم العرض المحدد تقديم جميع المعلومات المطلوبة والوفاء بجميع الشروط المطلوبة .سيتم استبعاد/رفض العروض التي لا تفي بالكامل بأي من المتطلبات المذكورة أدناه. يجب أن تتطابق أسماء مقدمي العطاءات مع الأسماء التي تظهر في تسجيل SAM أو رخصة العمل أو تسجيل الدولة أو أي مستندات رسمية.

- **يجب على الشركة إكمال استبيان العناية الواجبة في حالة اختياره للجائزة في غضون 5 أيام**
- **يجب أن يكون لدى الشركة رقم DUNS أو الحصول على رقم خلال 5 أيام من تاريخ إخطارها بالاختيار .يمكن الحصول على رقم DUNS على النحو التالي:**

موقع SAM الإلكتروني .https://www.sam.gov/SAM/ في بعض الحالات ، سيكون تسجيل SAM مطلوبًا أيضًا لتلقي الجائزة الممولة من الاتحاد الفيدرالي.
موقع DUNS http://fedgov.dnb.com/webform هذا أمر ضروري للجوائز الممولة من الوكالة الأمريكية للتنمية الدولية
موقع YouTube التعليمي حول الحصول على رقمDUNS https://www.youtube.com/watch

- **يجب أن تكون الشركة مسجلة في SAM.gov كواحد من متطلبات الأمان، فيما يلي رابط البرنامج التعليمي حول تسجيل عملك مع النظام الفيدرالي SAM : https://www.youtube.com/watch?v=4ucwm8sGycw**

VII) TECHNICAL SPECIFICATION

-The contractor will help in implementing Our organization projects' activities in (North-East Syria and Iraq) in delivering payments to its contractors and employees
-The Contractor will be responsible to deliver the cash money needed by Our organization to employees and contractors in (NES and Iraq) in the delivery locations or any other location identified by Our organization within NES and Iraq Locations, upon written requests received from authorized Our organization representative.
-The Contractor will receive in advance a list of disbursement payments' details that have Our organization employees' and the contractors' details specifying the amount due for each of them. The contractor must have a mobile team to distribute cash in the assigned distribution points.

-The Contractor will settle these payments for the listed employees and contractors on behalf of Our organization, after verifying the IDs of the employees and the contractors and completing all payments within 3 business days from the date of receiving the disbursement list. The disbursement list will be submitted by email from an authorized Our organization finance representative.

-The Contractor is responsible for the accuracy and quality verification of documents, which will be signed by the employees and contractors upon receiving their due payments. Verification documents are the lists of disbursement and receipts stamped by the cash facilitation company. The receipts must have at least the following information: date, sequence number, full name of the recipient, amount as number and words, copy of recipient ID and recipient signature. A copy of the receipt should be provided to the recipient.

-The contractor will provide Our organization with the verification documents, which will be signed by the employees and Contractors upon receiving their payments.

-Our organization Finance representative will coordinate with the Contractor, to notify the vendors and employees about the date, time and location of payments distribution inside (NES, Iraq).

-The Contractor will make the payments directly to the employees and the contractors. The Contractor must not execute out any payment unless the Our organization Finance representative is PRESENT FOR ALL payments in NES and Iraq. The Our organization Finance representative will be the second eye in verifying the payments and recipients' IDs.

-The Contractor must keep copies of the verification documents. All originals copies will be kept by the Our organization Finance representative. Another copy will be provided to the recipients.

-The contractor should confirm the status of each batch upon receiving the transfer request within 1 working day.

-The Contractor will submit invoices to Our organization 's designated Finance representative. The invoice must be supported with backup documentation that verifies the amount of the money transferred. The backup document must be signed and verified against the disbursement list, and receipts for the contractors) for each of the listed names in the Disbursement List, each receipt or salary slip must show the ID of the recipient as well. Our organization 's Finance team will verify the invoice and backup documents and proceed with the payment within 10 working days.

-The Contractor shall submit invoices to Our organization finance representatives to the address that will be provided later.

-The Contractor will be completely responsible for any loss of any monetary amount during the transfer and disbursement of money as described above. Our organization will not be liable for any loss or damages and issues that may happen to money, people, or properties due to transfer or disbursement of money to the identified locations, employees, or contractors in the above-identified locations.

-The Contractor will submit its invoices and copies of the backup documents to the Finance email address.

- The contractor will be responsible for any additional charges by any third party including but not limited (banks, governments, sub-contractors, etc.). in addition to the currency fluctuations.

-The Contractor will be responsible to obtain proper insurance for his employees and the monetary amounts intended to be transferred.

-The estimated period of performance of the resultant contract from one year.

-The contractor must specify the responsible person for communication to ensure proper communication and updates are provided to Our organization about the status of payments on a timely basis.

Our organization has the right to issue more than one contract under this procurement.

خ) - المواصفات الفنية

- سيساعد المقاول في تنفيذ أنشطة مشاريع منظمتنا في (شمال شرق سوريا والعراق) في تسليم المدفوعات لمقاوليها وموظفيها -سيكون المقاول مسؤولاً عن تسليم الأموال النقدية التي تحتاجها مؤسستنا إلى الموظفين والمقاولين في (شمال شرق الولايات المتحدة والعراق) في مواقع التسليم أو أي موقع آخر تحدده مؤسستنا داخل NES ومواقع العراق ، بناءً على طلبات خطية مستلمة من ممثل المنظمة.
- سيتلقى المقاول مسبقًا قائمة بتفاصيل مدفوعات المدفوعات التي تحتوي على تفاصيل موظفي مؤسستنا والمقاولين التي تحدد المبلغ المستحق لكل منهم. يجب أن يكون لدى المقاول فريق متنقل لتوزيع النقود في نقاط التوزيع المخصصة .
-سوف يقوم المقاول بتسوية هذه المدفوعات للموظفين والمقاولين المدرجين بالنيابة عن مؤسستنا ، بعد التحقق من معرفات الموظفين والمقاولين واستكمال جميع المدفوعات في غضون 3 أيام عمل من تاريخ استلام قائمة الصرف. سيتم إرسال قائمة المدفوعات عبر البريد الإلكتروني من ممثل تمويل مؤسستنا المفوض.
- المقاول مسؤول عن دقة المستندات والتحقق من جودتها ، والتي سيتم توقيعها من قبل الموظفين والمقاولين عند استلام مدفوعاتهم المستحقة. وثائق التحقق هي قوائم الصرف والإيصالات مختومة من قبل شركة التيسير النقدي. يجب أن تحتوي الإيصالات على المعلومات التالية على الأقل: التاريخ ورقم التسلسل والاسم الكامل للمستلم والمبلغ كرقم وكلمات ونسخة من معرف المستلم وتوقيع المستلم. يجب تقديم نسخة من الإيصال إلى المستلم.
- سيقوم المقاول بتزويد منظمتنا بوثائق التحقق ، والتي سيتم توقيعها من قبل الموظفين والمقاولين عند استلام مدفوعاتهم .
-سوف ينسق ممثل الشؤون المالية في مؤسستنا مع المقاول ، لإخطار البائعين والموظفين بتاريخ ووقت ومكان توزيع المدفوعات داخل NES) ، العراق.
- سيقوم المقاول بتسديد المدفوعات مباشرة للموظفين والمقاولين. يجب ألا يقوم المقاول بتنفيذ أي مدفوعات ما لم يكن ممثل تمويل مؤسستنا موجودًا لجميع المدفوعات في شمال شرق الولايات المتحدة والعراق. سيكون ممثل تمويل مؤسستنا هو العين الثانية في التحقق من المدفوعات ومعرفات المستلمين.
- يجب على المقاول الاحتفاظ بنسخ من وثائق التحقق. سيحتفظ ممثل تمويل مؤسستنا بجميع النسخ الأصلية. سيتم توفير نسخة أخرى للمستلمين - .يجب على المقاول تأكيد حالة كل دفعة عند استلام طلب التحويل خلال يوم عمل واحد.
- سيقوم المقاول بإرسال الفواتير إلى ممثل التمويل المعين لمنظمتنا. يجب أن تكون الفاتورة مدعومة بوثائق احتياطية تتحقق من مبلغ الأموال المحولة. يجب توقيع المستند الاحتياطي والتحقق منه مقابل قائمة الصرف وإيصالات المقاولين) لكل من الأسماء المدرجة في قائمة الصرف ، ويجب أن يُظهر كل إيصال أو إيصال راتب معرّف المستلم أيضًا. سيتحقق فريق الشؤون المالية في منظمتنا من الفاتورة والوثائق الاحتياطية ومتابعة الدفع في غضون 10 أيام عمل.
- يجب على المقاول تقديم الفواتير إلى ممثلي تمويل مؤسستنا على العنوان الذي سيتم توفيره لاحقًا.
- يتحمل المقاول المسؤولية الكاملة عن أي خسارة لأي مبلغ نقدي أثناء تحويل الأموال وصرفها كما هو موضح أعلاه. لن تكون مؤسستنا مسؤولة عن أي خسارة أو أضرار أو مشاكل قد تحدث للمال أو الأشخاص أو الممتلكات بسبب تحويل أو صرف الأموال إلى المواقع المحددة أو الموظفين أو المقاولين في المواقع المحددة أعلاه- .سيقوم المقاول بإرسال فواتيره ونسخ المستندات الاحتياطية إلى عنوان البريد الإلكتروني للمالية.
- سيكون المقاول مسؤولاً عن أي رسوم إضافية من قبل أي طرف ثالث بما في ذلك على سبيل المثال لا الحصر (البنوك والحكومات والمقاولون من الباطن ، وما إلى ذلك). بالإضافة إلى تقلبات أسعار العملات.
- سيكون المقاول مسؤولاً عن الحصول على التأمين المناسب لموظفيه والمبالغ النقدية المزمع تحويلها.
- المدة المقدرة لأداء العقد الناتج من سنة واحدة- .يجب على المقاول تحديد الشخص المسؤول عن الاتصال لضمان الاتصال الصحيح وتقديم التحديثات لمنظمتنا حول حالة المدفوعات في الوقت المناسب .

لمنظمتنا الحق في إصدار أكثر من عقد واحد بموجب هذا الشراء

VIII) LOCATIONS OF IMPLEMENTATION

The final delivery location is:

IRAQ COUNTRY

#	LOCATION
1	Erbil Governorate
2	Kirkuk Governorate
3	Baghdad Governorate
4	Mosul Governorate
5	Duhok Governorate
6	Diyala Governorate

NORTH EAST SYRIA

#	LOCATION
1	Derik City
2	Roj Camp
3	Newroz Camp
4	Al-Hol Camp
5	Tel-Saman Camp
6	Tabqa City
7	Tweihinyah Camp
8	Mahmodly Camp
9	Der- ez Zor Governorate (North East Syria)
10	Raqqa Governorate
11	Al-Hasakah Governorate

Offerors shall have the ability to deliver money transfer to the above-listed locations.

د) محل استلام المواد

موقع التسليم النهائي:

العراق

#	ألموقع
1	محافظة أربيل
2	محافظة كركوك
3	محافظة بغداد
4	محافظة الموصل
5	محافظة دهوك
6	محافظة ديالى

شمال شرق سوريا

#	ألموقع
1	مدينة ديريك
2	مخيم روج
3	مخيم نوروز
4	مخيم الهول
5	مخيم تل سمان
6	مدينة الطبقة
7	مخيم طويحينية
8	مخيم المحمودلي
9	محافظة دير الزور/ شمال شرق سوريا
10	محافظة الرقة
11	محافظة الحسكة

يجب أن يكون بمقدور العارضين تحويل الأموال إلى المواقع المذكورة أعلاه.

IX) Service specifications:

The required services include the transfer of USD or local Currency cash to designated locations and all cash should be in good condition.

ذ) مواصفات الخدمة:

تشمل الخدمات المطلوبة تحويل الدولار الأمريكي أو العملة النقدية المحلية إلى مواقع محددة ويجب أن تكون جميع النقدية في حالة جيدة.

X) CONTRACT TERMS AND CONDITIONS

THIS CONTRACT/PURCHASE ORDER RESULTING FROM THIS SOLICITATION MUST BE SIGNED BY BOTH PARTIES TO BE CONSIDERED VALID AND IN FORCE. ALL COSTS ASSOCIATED WITH, BUT NOT LIMITED TO, PRODUCTION, PREPARATION AND/OR DELIVERY OF GOODS OR SERVICES, INCLUDING DELIVERIES, ACCEPTED BY OUR ORGANIZATION STAFF, WITHOUT A FULLY EXECUTED (SIGNED BY BOTH PARTIES) CONTRACT/PURCHASE ORDER, ARE AT THE VENDOR'S RISK ONLY. OUR ORGANIZATION SHALL NOT PAY FOR ANY COSTS, WITHOUT LIMITATION, ASSOCIATED WITH PRODUCTION, PREPARATION OR DELIVERY OF GOODS AND/OR SERVICES UNDER THIS OR ANY OTHER CONTRACT/PURCHASE ORDER, WHICH HAS NOT BEEN SIGNED BY BOTH PARTIES.

ر) شروط و أحكام العقد

يجب أن يتم توقيع هذا العقد / أمر الشراء الناتج عن هذه المناقصة من قبل الطرفين ليعتبر صالحًا ونافذاً.جميع التكاليف المرتبطة ، لكن لا تقتصر على ، الإنتاج أو الإعداد و / أو تسليم السلع أو الخدمات ، بما في ذلك عمليات التسليم ، التي تم قبولها من قبل موظفي المنظمة، دون التنفيذ الكامل (التوقيع من كلا الطرفين) فأن العقد / ألامر بالشراء، تكون على عاتق ومسؤولية البائع (ألمورد) فقط.

منظمتنا غير مكلفة بدفع أية تكاليف و دون الحصر للآمور المرتبطة بإنتاج أو إعداد أو تسليم السلع و / أو الخدمات بموجب هذا أو أي عقد / أمر بالشراء لم يتم توقيعه من قبل الطرفين.

XI) EVALUATION AND AWARD PROCESS

Lowest Price Technically Acceptable (LPTA) (the average passing score for the technical evaluation is **(60 points)**

- Individual Criteria minimum passing score for similar experience is **(50%)** of total weight if the offeror did not pass will be failed in the competitive process
- Individual Criteria minimum passing score for Past performance is **(50%)** of total weight if the offeror did not pass will be failed in the competitive process.
- Individual Criteria minimum passing score for Technical Approach is **(60%)** of total weight if the offeror did not pass will be failed in the competitive process
- The offeror's technical proposal will be evaluated on a Pass or Fail basis by a technical evaluation committee using the Evaluation Criteria for this solicitation.
- Our Organization will compare the prices of offerors that submitted proposals meeting or exceeding the acceptability standards for technical (non-cost) factors and select for award the Offeror that submitted the lowest reasonable and realistic price.
- Our Organization reserves the right to award under this solicitation without further negotiations. Offerors are encouraged to offer their best terms and prices with the original submission.
- Our Organization expects offeror prices to cover all costs and expenses that will be incurred towards full delivery of services, including labor, materials, transportation, travel and other expenses

ز) التقييم و قرار منح العقد

أدنى سعر مقبول تقنيًا (LPTA) درجة النجاح في التقييم الفني هي (**60 نقطة**).

- الحد الأدنى لمعايير النجاح للأعمال المماثلة هي (**50%**) من التقييم الكلي اذا لم ينجح مقدمي العروض سوف تستبعد في العملية التنافسة
- الحد الأدنى لمعايير النجاح للأداء السابق للشركة هي (**50%**) من التقييم الكلي اذا لم ينجح مقدمي العروض سوف تستبعد في العملية التنافسة
- الحد الأدنى لمعايير النجاح في التحليل التقني (**60%**) من التقييم الكلي اذا لم ينجح مقدمي سوف تستبعد في العملية التنافسية
- سيتم تقييم الاقتراح الفني المقدم من مقدم العرض على أساس النجاح أو الفشل من قبل لجنة التقييم الفني باستخدام معايير التقييم لهذا الالتماس.
- ستقوم منظمتنا بمقارنة أسعار مقدمي العروض الذين قدموا مقترحات تفي أو تتجاوز معايير القبول للعوامل الفنية (غير المتعلقة بالتكلفة) واختيار مقدم العرض الذي قدم أدنى سعر معقول وواقعي.
- تحتفظ منظمتنا بالحق في التحكيم بموجب هذا الالتماس دون مزيد من المفاوضات .يتم تشجيع مقدمي العروض على تقديم أفضل الشروط والأسعار مع التقديم الأصلي.
- تتوقع منظمتنا أن تغطي أسعار المزايد جميع التكاليف والمصاريف التي سيتم تكبدها من أجل تقديم الخدمات بالكامل ، بما في ذلك العمالة والمواد والنقل والسفر وغيرها من النفقات.

XII) ELIGIBILITY REQUIREMENTS:

FAILURE TO COMPLY WITH EACH BELOW LISTED ELIGIBILITY REQUIREMENTS WILL BE RESULT TO IMMEDIATE CONSIDERATION TO BE OUT THE BIDING:

1. **The vendor must present their profile (CV) or copies of (signed & stamped) similar works.**
2. **Copy of valid registration with local government stamp and also valid tax clearance document.**
3. **The location of the implementation area that is mentioned in the solicitation is eligible.**

س)المعايير الأساسية:

عند الفشل في الالتزام بتقديم كل من متطلبات الأهلية المدرجة أدناه , فانه و بشكل مباشر يعتبر العطاء المقدم خاج المناقصة :

1. **يجب على العارض ارسال السيرة الذاتية أو كافة العقود (الموقعة و المختومة) للاعمال المماثلة والسابقة.**
2. **نسخة من شهادة التسجيل سارية المفعول مع الحكومة المحلية و كذلك وثيقة التخليص الضريبي صالحة.**
3. **مواقع المذكورة في الالتماس شرط مؤهل.**

XIII) PAYMENT METHOD AND TERMS:

1. **Payment for supplies quantities:** Payment will be made after receiving, inspecting and accepting quantities ordered. No advance Payments will be paid to the contractor by the organization.
2. **Payment method:** payments will be made as bank transfer/cheque or if the Offeror doesn't have a bank account the payment will be made as Hawala (hawala is for Syrian vendors only), in both cases all banking/hawala fees will be paid by our organization
3. **Payments duration:** Payment will be made within (10) days after receives/ delivery of service as per attached FINANCIAL OFFER and the invoice(s) and accepted verification vouchers from the contractor**.**

ش)شروط طريقة الدفع

1. **دفع قيمة المواد المجهزة:** ستتم تسوية حسابات مزود الخدمة بعد استلام, فحص و قبول الكميات المطلوبة. المنظمة لن تقوم بعمل دفعات مسبقة لمزودي الخدمة.
2. **طريقة دفع المستحقات:** سوف يكون الدفع على طريقة الحوالة\شيك بنكي (خدمة الحوالة للمجهزين السوريين فقط) و كل مصاريف نقل المستحقات "العمولة" تكون على منظمتنا, و في حال وجود حساب مصرفي بأسم الشركة يتم تحويل المستحقات الى الحساب و تكون العمولةعلى منظمتنا.
3. **مدة الدفع:** سيتم الدفع خلال (10) يومًا بعد استلام الفاتورة و معززات الدفع المقبولةمن المجهزبعد تسليم الخدمة وحسب العرض المالي المرفقة.

XIV) EVALUATION CRITERIA

ص) معايير التقييم

CRITERIA المعايير			SCORING النقاط
(1) SIMILAR WORKING EXPERIENCE ألاعمال ألمماثلة			20%
WORKING EXPERIENCE FIELD	Supported Documents & Contracts with clients such as INGO, UN Agencies, Government & Others. Preferably (3) Three Similar Contracts.		
مجال العمل المطلوب	المستندات والعقود المدعومة مع العملاء (المنظمات الدولية / وكالات الأمم المتحدة والحكومة و أي جهات أخرى). يفضل تقديم (3) ثلاثة عقود مماثلة		
(2) OFFEROR PAST PERFORMANCE الأداء السابق للشركة			20%
Past working experience with Clients (INGO/UN Agencies…etc)-Offeror provides satisfactory client references proving experience in implementation (Preferable for similar related filed work mentioned above).	خبرة ألاعمال السابقة مع العملاء (INGO / وكالات الأمم المتحدة ... إلخ) - على مقدم العرض تقديم المراجع المرضية للعملاء تثبت الخبرة في التنفيذ و (يفضل التقديم يكون ضمن المجال المذكور أعلاه).		
3- Technical Approach التحليل التقني / ألفني			60%
3-A Demonstration of how funds will be transferred to the recipient (details on how funds will be handled)		20%	
3-B What are the maximum amounts of funds you can disburse in a day?		20%	
3-C How much lead time do you need in order to deliver?	Days……يوما	20%	
Total المجموع			100%

Our organization reserves the right to award under this solicitation without further negotiations. The offerors are encouraged to offer their best terms and prices with the original submission.

It is our organizations Policy that no gifts of any kind and of any value be exchanged between vendors and our organizations personnel. Discovery of the same will be grounds for disqualification of the vendor from participation in any of our organizations procurements and may result in disciplinary actions against our organizations personnel involved in such discovered transactions.
Selected vendor will be subject to vetting.

تحتفظ المنظمة بالحق في منح العطاء بموجب هذه المناقصة دون الرجوع الى التفاوض . نشجع مقدمي العروض على تقديم أفضل الشروط والأسعار مع تقديم العرض الأصلي.

من سياسات منظمتنا أنه لا يتم تبادل أي هدايا من أي نوع وأي قيمة بين البائعين وموظفي المنظمة. و اكتشافها سيكون سبباً لاستبعاد البائع من المشاركة في أي من مشتريات منظمتنا وقد يؤدي إلى اتخاذ إجراءات تأديبية ضد موظفي المنظمة المشاركين في هذه الصفقات المكتشفة.
المنظمة سيقوم بالتحقيق عن الشركة المختارة من عدة جهات.

INSTRUCTIONS TO THE OFFERORS

- The contractor must also distribute the staff salary in designated locations mentioned in the solicitation.
- Approval from Iraqi Central Banks (as governmental side) or the authorities in Baghdad or Kurdistan, that the registered Company/Hawala Dealer can transfer cash for internal and external, exchange money and distribute cash.
- The money that will be transferred should be in good physical condition and with different types according to Our Organization requirements.
- Flexible to receive the reimbursement from Our Organization through Bank transfers or cheque.
- There will be one currency (either IQD or USD) used for transfer and for reimbursement, in order not to be affected by the instability of local financial market.
- The hawala office shall hand over the amount to be transferred to the entity specified by the organization by an official letter addressed to the hawala office within 24 hours.
- **Hawala service provider should deliver the cash then submit the invoice to our Organization and they will be reimbursed within (10) Ten working days after sending the original copy of the invoice to the main branch of our organization in Erbil and/or Amman.**
- Financial capacity to deliver large amount.
- Payments will be made as bank transfer or if the Offeror doesn't have a bank account the payment will be made as Hawala (Hawala is for Syrian vendors only), in both cases all banking/hawala fees will be paid by Our organization
- Our organization is not responsible for fluctuations in the prices of any items in the local and international markets during the contract period and the Offeror is obliged to the proposed price according to the contract and until the end of the contract period between the parties.
- **THE QUANTITY IS NOT FIXED. OUR ORGANIZATION CAN ORDER LESS OR MORE QUANTITIES.**
- All pages of the bids must be signed and stamped.
- This tender is not a commitment for purchasing.
- All prices must be in **USD**.
- The date of commencement of delivery must be specified after signing the contract.
- Our organization is not bound to contract with one Offeror and can split the award between one or more companies.
- A certificate of registration and CV should be sent with all contracts for similar and previous business.
- The Offeror shall be responsible for all the expenses of the loading and offloading at the mentioned places according to attached Financial Offer.
- The Offeror shall bear all risks and costs for any damage, loss or theft to the ordered goods. The Offeror shall bear full legal responsibility for any disease, injury, disability or death of any of its employees, drivers and porters.
- The organization can cancel any part of the FINANCIAL OFFER and may only use quota processing and cancel the transport part.
- The organization has the right to deal with another supplier in case of delay of delivery by the contracted Offeror, and the quantity will be deducted from the share of the contracted Offeror.
- The Supplier / contractor must inform the organization and take **PRIOR APPROVAL** if any of the required materials and services will be provided by a subcontractor. Otherwise, under the terms and conditions of the contract between the parties, the contract will be terminated.
- In the case of processing/supplying from outside Syria country, the contracted Offeror bears all expenses and consequences related to customs clearance in the border between Iraq and Syria or any other country borders to be dealt with.
- Our organization will terminate the contract in the event of negligence and delays of delivery.
- The supplied items will be checked and tested.

- Our Organization are not responsible for any Tax Clearance and the Delivery Terms under INCOTERM 2010 DDP (Delivery Duty Paid).
- **In case of vendor or offeror submitted the proposal and the company selecting for any commodity or Services in solicitation and the turn down to sign the contract, the company will suspend at least 90 days and the if happened for the second time the company will not consider for any future solicitations.**

ض) تعليمات للعارضين

- يجب على البائع أيضًا توزيع المواقع المخصصة لراتب الموظفين المذكورة في الالتماس
- موافقة من البنوك المركزية العراقية (كجانب حكومي) أو السلطات في بغداد أو كردستان ، يثبت أن الشركة المسجلة / تاجر الحوالة يمكنها تحويل النقد للداخلية والخارجية , وتبادل الأموال وتوزيع النقد.
- الأموال التي يتم تحويلها يجب أن يكون في حالة جيدة وأنواع مختلفة وفقًا لمتطلبات منظمتنا.
- استعداده لتلقي المستحقات المالية من منظمتنا من خلال التحويلات المصرفية.
- ستكون هناك عملة واحدة (إما دينار عراقي أو دولار أمريكي) تستخدم للنقل وللتسديد ، حتى لا تتأثر بعدم استقرار السوق المالية المحلية.
- يقوم مكتب الحوالة بتسليم المبلغ الذي سيتم تحويله إلى الجهة التي تحددها المنظمة برسالة رسمية موجهة إلى مكتب الحوالة خلال 24 ساعة.
- **يجب أن يقوم مكتب الحوالة بتسليم النقد ثم تقديم الفاتورة إلى فرع منظمتنا وسيتم استردادها في غضون (10) عشرة أيام عمل بعد ارسال النسخة الاصلية من الفاتورة الى الفرع الرئيسي لمنظمتنا في أربيل او عمان.**
- القدرة المالية لتسليم كمية كبيرة.
- طريقة دفع المستحقات: سوف يكون الدفع عن طريق الحوالة البنكية و في حال عدم وجود حساب بنكي بأسم الشركة سيتم نقل المستحقات عن طريق الحوالة و في كلتا الحالتين " العمولة" تكون على حساب المنظمة.
- المنظمة غير معنية بتذبذب اسعار المواد في الاسواق المحلية و العالمية خلال فترة العقد و الشركة المجهزة ملزمة بالسعر المتفق عليه حسب العقد حتى انتهاء فترة التعاقد بين الطرفين.
- **الكمية المذكورة في جدول الكميات ليست ثابتة. للمنظمة حق طلب كميات أقل أو أكثر.**
- جميع صفحات العطاء يجب ان تكون موقعة ومختومة من قبل الشركة.
- لايعتبر هذه المناقصة التزامًا من المنظمة بالشراء.
- يجب تدوين جميع المبالغ **دولار أمريكي**
- المنظمة ليست ملزمة بان تتعاقد مع شركة واحدة, و يمكن تجزئة العطاء بين أكثر من شركة .
- يجب ارسال شهادة التسجيل و السيرة الذاتية معً كافة العقود للاعمال المماثلة والسابقة للشركة.
- تتحمل الشركة المجهزة كافة مصاريف التحميل و التفريغ في المناطق المذكورة و حسب العرض المالي المرفقة.
- تتحمل الشركة كافة المخاطر عن اي تلف او نقص او ضرر يلحق بالمواد التي سيتم نقلها كما وان الشركة تتحمل المسئولية القانونية الكاملة لموظفيها أو السواق أو العاملين المستخدمين عن اي مرض , جروح او عجز او حالة وفاة.
- يمكن للمنظمة إلغاء أي جزء من جدول الكميات ، وقد تستخدم فقط التجهيز وتلغي جزء النقل.
- يحق للمنظمة التعامل مع مجهز آخر في حال نكلت أوتأخرت الشركة المتعاقد معها عن التجهيز، وسيتم استقطاع الكمية من حصة الشركة المتعاقد معها.
- يجب على المجهز / الشركة المتعاقد معها إيلاغ المنظمة وأخذ **موافقة مسبقة** إذا كان أي من المواد والخدمات المطلوبة سيتم توفيرها من قبل مقاول ثانوي. وبخلافه و بموجب لوائح و قوانين العقد المبرم بين الطرفين ، سيتم إنهاء العقد.

- في حالة التجهيز من خارج سوريا، فان الشركة المجهزة تتحمل كافة المصاريف و التبعات المتعلقة بالكمارك في الحدود بين العراق و سوريا او اية حدود اخرى يتم التعامل معها.
- المنظمة لها الحق بالغاء العقد في حالة أهمال أو التأخير بالتجهيز من قبل الشركة.
- سيتم اختبار عينة من الكمية المجهزة لمطابقتها مع المواصفات للمواد المطلوبة.
- المنظمة لا تتحمل اي مسؤلية عن التخليص الضريبي و شروط التسليم بموجب INCOTERM 2010 DDP (رسوم التوصيل المدفوعة).
- **في حالة قيام البائع أو العارض بتقديم العرض واختيار الشركة لأي سلعة أوخدمة ثم قدم التماس ورفض توقيع العقد ، ستقوم المنظمة بتعليق الشركة لما لا يقل عن (90) تسعونة يومًا ، وإذا حدث ذلك/ تكرر للمرة الثانية ، فان سيتم تعليق الشركة ولن تقبل أي من عروضها في الطلبات المستقبلية.**

The Offeror shall be excluded from opening the tender in the following cases:

- **If the submitted offer is not with our organization documents (RFQ and Financial Offer), your offer will be excluded.**
- If two or more bids are submitted for one tender.
- If it is proved that the authorized director has two registered companies in his name, both of whom participated in the same tender.
- If only a lump sum has been provided and all prices of the scale have not been filled.
- If the bid is submitted in the absence of the required currency in the tender.
- If bids are submitted after the deadline for closing the tender.
- If the bill of quantities/ financial offer and all RFQ pages are not stamped.
- If the questions are not fully answered.

يتم أستبعاد الشركة عند فتح المناقصة في الحالات التالية:

- **إذا تم تقديم العرض باوراق غير (RFQ) المنظمة و يشمل هذا العرض المالي ايضا و سيتم استبعاد العرض المقدم.**
- إذا قدمت عطاءين أو أكثر لمناقصة واحدة.
- إذا ثبت ان المدير المخول لديه شركتان مسجلتان باسمه و شارك كلاهما في المناقصة نفسها.
- إذا قدم مبلغا مقطوعا فقط ولم يتم تعبئة جميع أسعار جدول الكميات.
- إذا قدم العرض بغير العملة المطلوبة في المناقصة.
- إذا قدم العطاءات بعد الموعد المحدد لغلق المناقصة.
- اذا لم يتم ختم جدول الكميات و كامل صفحات طلب العرض.
- اذا لم يتم الاجابة على الاسئلة كاملة.

XV) OFFEROR DETAILS

ط) معلومات الشركة

Wire Transfer Payment Mode طريقة الدفع المصرفي للتحويل	**Yes نعم** ☐ **No كلا** ☐
Name of Offeror : اسم الشركة	
Name of the Owner and Partner **اسم مالك الشركة و شركائه**	**Owner المالك:** **Partner الشريك:** **Partner الشريك:**
Registered Office address: العنوان المسجل للشركة	
DUNS number (is required) : (مطلوب) DUNS رقم	
Telephone Number: رقم التلفون	
Email البريد الكتروني	
Please list any Disputes your Offeror has been involved in with NGOs/UN Our organizations over the last 3 Years: يرجى ذكر أية نزاعات قد شاركت شركتكم في المنظمات الغير حكومية / الأمم المتحدة على مدى السنوات ال(3) الماضية:	
Banking information: المعلومات المصرفية	
Bank Name: اسم البنك:	
Bank Address: عنوان البنك:	
Bank Branch: فرع بنك:	
Account Name: أسم الحساب:	
Account Number: رقم حساب:	
Swift Code:	
IBAN: رقم الحساب المصرفي الدولي:	
Signature **التوقيع:**	
Offeror Stamp **ختم الشركة :**	

XVI) APPENDICES

- Financial Offer
- APPENDIX – X
- APPENDIX Y
- Questions (XVIII)

ظ) الملحقات

- **العرض المالي**
- **الملحق X**
- **الملحق Y**
- **الاسئلة(ع)**

XVII) QUESTIONS

ع) الاسئلة

COMPANY REGISTRATION

#	Description	Answer		Remarks
		YES	NO	
1-	**The Company has Valid Registration with Local Government.**			
2-	If your Company has Registration, please indicate the Countries in which it is registered:			
#	**Description**	**Answer**		**Remarks**
		YES	NO	
3-	**DO You Have Bank Account?**			
4-	Please indicate the Bank's address and details:			
5-	Your Bank account in which Country (please mention the location in the Country too):			

AREA OF WORK

#	Description	Answer			Remarks
1-	**The Company can give Services in Country.**	**IRAQ**	**NE-SYRIA**	**BOTH**	
2-	If your Company gives services in specific area in any country (please indicate):				

COMPANY CAPABILITY

#	Description	Answers	Remarks
1-	**What is the maximum amount of funds you can disburse in a day?**	**Maximum US$**	
		Maximum IQD	

#	Description	Answers
1-	**Demonstration of how funds will be transferred to the recipient (details on how funds will be handled)**	

TRANSFER / DISTRIBUTION METHOD

#	Description	Answer	Remarks
1-	**Cash will be Transferred to Our Offices and/or assigned locations mentioned above, after Order within period of?**	**No. of Days**	
2-	**Cash will be Transferred to Our Offices and/or assigned locations mentioned above with Distribution, after Order within period of?**	**No. of Days**	

XVIII) LIST OF SIMILAR WORK

ف) قائمة ألاعمال المماثلة

#	Project Name	Year	Amount	Contracted with	Reference (name, Position, Phone # & E-mail address)	Copy attached
1						YES ☐
2						YES ☐
3						YES ☐
4						YES ☐
5						YES ☐

* If the vendor did not provide the evidence for similar experience and past performance our organization cannot consider it.

*إذا لم يقدم البائع الدليل على اعمال مماثلة والأداء السابق ، فلا يمكن لمنظمتنا النظر فيه.

APPENDIX - X

RFP/RFQ COVER LETTER

COUNTRY:
DATE:

To:

Project Title: [ ]

Dear Sir/Madam,

We, the undersigned, offer to undertake [ ] Services in accordance with your Request for Proposal dated [ ] and our Proposal (Technical and Financial). Our attached Proposal is for the sum of [ ].

Our proposal is valid for 90 days and shall be binding if awarded the contract.

We understand you are not bound to accept any Proposal you receive.

Sincerely yours,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

APPENDIX - X

SUMMARY OF RELEVANT CAPABILITY AND EXPERIENCE

Include projects that best illustrate your experience relevant to this RFP, sorted by decreasing order of completion date.

Projects should have been undertaken in the past three years.

The **largest** (at least 3) projects undertaken should be described in greater detail in Appendix -X.

No	Project Title	Description of Activities	Location Province/District	Client Name/Tel No	Cost in USD	Start-End Dates	Completed on schedule (Yes/No)	Subcontractor or Prime Contractor?	Contact info of Client
1									
2									
3									
4									
5									

APPENDIX - X

STAFFING PLAN

POSITION	NAME	TITLE AND TASK OF TEAM MEMBER
Overall Management Position (e.g., Project Manager)		
Top/Key Technical Position		
Other Positions		

Attach a CV for each individual.

APPENDIX G

LOWER TIER SUBCONTRACTING PLAN

List below the lower tier subcontractors, if any, you plan to use on the subcontract. Offerors are reminded that they cannot assign the work to lower tier subcontractors without Our Organization approval.

Name of the Lower Tier Subcontractor(S)	Where is the Lower Tier Subcontractor's Headquarters?	% Of Proposed Subcontract Cost That Will Go to the Lower Tier Subcontractor	What Aspects of the Work Will the Lower Tier Subcontractor Be Responsible For?

Note: Our Organization reserves the right to disapprove the use of lower-tier subcontractors

APPENDIX - X

OFFEROR DETAILS & FINANCIAL CAPACITY

Chart #1

Name of Offeror	
Legal Operation License Number	
License Expiry Date	
Authorized Dealer name	
National ID or Passport Number	
Contact Number	
Email Address	
Mailing Address	

Indicate whether organization is: [Please check appropriate box]

Sole Trader	☐	Not for profit	☐
Partnership	☐	Other	☐
Limited Liability Offeror	☐		

If a Partnership, list details of all current partners	
Full Name	Address

How many years have your organization been in business under:

(a) Its present name? _____

(b) A former name? _____

In what other types of business are you financially engaged?
1.
2.
3.

APPENDIX - X

Our Organization PROPOSAL (RFP/RFQ) CHECKLIST

(Please check all that apply and include this page in the sealed envelope with the proposal)

RFP: [_____]

Offerors: _____

Have you?

☐ Submitted your technical and financial proposal to Our Organization either a soft copy as electronic copy by e-mail or a hard copy in sealed envelope by the required deadline?

Does your proposal include the following?

☐ Cover Letter *(use template in Appendix X)*

☐ Summary of Relevant Experience *(use form in Appendix X)*

☐ Certificates of Final Completion for at least 3 projects in Appendix X *{no template provided}*

☐ Other Past Performance References *(include letters from clients verifying the quality of the work)*

☐ Priced Unit Rates

☐ Staffing Plan *(use template in Appendix X)*

☐ CVs for Overall Manager, top Technical Position, and top On-Site Position *(no template provided)*

☐ Lower Tier Subcontracting Plan *(use template in Appendix X)*

☐ Offeror Details and Financial Capacity *(use template in Appendix X) and on additional sheets as required*

☐ Others as required by the RFP/RFQ (Section – X)

ATTACHMENT X

REPRESENTATIONS AND CERTIFICATIONS

Certification Regarding Debarment and Suspension

(In accordance with 22 CFR 226 Appendix A)

(1) Recipient certifies to the best of its knowledge and belief that it and its principals:

a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) b. of this certification; and

d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

Business Name:

_____ _____

Authorized Representative Name (print) Authorized Representative Title (print)

_____ _____

Authorized Representative Signature Date

Certification Regarding Lobbying

(In accordance with 22CFR 226 Appendix A)

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

By signing this subcontract, the subcontractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any US agency, Our Organization, a member of US Congress, officer or employee of US Congress, or an employee of a member of US Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

Business Name:

_____	_____
Authorized Representative Name (print)	Authorized Representative Title (print)
_____	_____
Authorized Representative Signature	Date

Certification Regarding Terrorist Financing

By signing and submitting this application, the Recipient provides and is bound by the certification set out below:

1. Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable Recipient to comply with its obligations under paragraph 1:

a. Before providing any material support or resources to an individual or entity, Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at www.epls.gov or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by Our Organization to Recipient.

b. Before providing any material support or resources to an individual or entity, Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, Recipient should refer to the consolidated list available online at the Committee's website: http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm.

c. Before providing any material support or resources to an individual or entity Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification:

a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

b. "Terrorist act" means-

   i. an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: http://untreaty.un.org/English/Terrorism.asp); or
   ii. an act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or
   iii. any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

e. Recipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless Recipient has reason to believe that a Vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

Any violation notified or discovered, of this Certification prior to completion of the Grant Work shall be grounds for voidance of the Grant in its entirety by Our Organization and no costs shall be recoverable by the Recipient. Any violation of this Certification notified or discovered after any of the Work has been performed under this Grant shall result in immediate termination of this Grant by Our Organization and no payments for any Work performed or goods delivered prior to such termination shall be made without express written approval of USAID.

Business Name:

_____	_____
Authorized Representative Name (print)	Authorized Representative Title (print)
_____	_____
Authorized Representative Signature	Date

Certification Narcotics Offenses and Drug Trafficking

Recipient hereby certifies that within the last ten years:

1. Recipient's principles or key personnel have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.

2. Recipient's principles or key personnel are not and have not been an illicit trafficker in any such drug or controlled substance.

3. Recipient's principles or key personnel are not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Business Name:

_____ _____

Authorized Representative Name (print) Authorized Representative Title (print)

_____ _____

Authorized Representative Signature Date

Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in U.S. Federally Assisted Programs

Note: This certification applies to Non-U.S. organizations if any part of the program will be undertaken in the United States.

(a) The Recipient hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the Cooperative Agreement for which application is being made, it will comply with the requirements of: (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving U.S. Federal financial assistance; (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving U.S. Federal financial assistance; (3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with U.S. Federal funds; (4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving U.S. Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and (5) USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of U.S. Federal Regulations.

(b) If the Recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and shall be applicable to the entire institution unless the Recipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

(c) This assurance is given in consideration of and for the purpose of obtaining any and all U.S. Federal grants, loans, contracts, property, discounts, or other U.S. Federal financial assistance extended after the date hereof to the Recipient by the Agency, including installment payments after such date on account of applications for U.S. Federal financial assistance which was approved before such date. The Recipient recognizes and agrees that such U.S. Federal financial assistance will be extended in reliance on the representations and Agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.

Business Name:

_____

Authorized Representative Name (print) Authorized Representative Title (print)

_____ _____

Authorized Representative Signature Date

Certification of Compliance With Laws and The U.S. Foreign Corrupt Practices Act

Recipient shall comply with all laws and regulations in the jurisdictions where it is performing under this Agreement. Recipient is familiar with applicable anti-corruption, anti-bribery, anti-kickback,
laws and regulations and will not undertake any actions that may violate these laws and regulations. Recipient is familiar with the U.S. Foreign Corrupt Practices Act (the "FCPA"), its prohibitions and purposes, and will not undertake any actions that may violate the FCPA.

Accordingly, Recipient hereby agrees that:

1. Recipient will not employ a person who is a governmental official or employee, including employees of government owned or government-controlled corporations, agencies or bodies.

2. Recipient will not, directly or indirectly, make any payment, offer or promise to make any payment or transfer of anything of value to a governmental official or employee, or to any political party or any candidate for political office, with the purpose of influencing decisions favorable to the Recipient and its business in contravention of the FCPA or other applicable laws.

3. Recipient will immediately advise Our Organization in writing in the event that any person employed by or associated with Recipient becomes such government official, political party official or candidate.

4. Recipient shall maintain true and accurate records necessary to demonstrate compliance with the Agreement (including the requirements of this Certification), and shall provide to Our Organization evidence of such compliance upon simple request.

5. Recipient shall provide Our Organization or its representatives, with access to financial records and supporting documentation to demonstrate the existence of normal and anticipated payment patterns and financial arrangements as well as transparency in expenses and accounting records related to transactions arising out of this Application.

6. Recipient understands that if it fails to comply with any of the provisions of this Certification (irrespective of the size, nature or materiality of such violation), such failure shall be deemed to be a material breach of any resulting Agreement and, upon any such failure, Our Organization shall have the right to terminate any Agreement with immediate effect upon written notice to Recipient, without penalty or liability of any nature whatsoever.

Business Name:

_____	_____
Authorized Representative Name (print)	Authorized Representative Title (print)
_____	_____
Authorized Representative Signature	Date

Appendix-Y

Conflict of Interest Certification.

The offeror, [……..], hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. [**IRAQ-TA-2021-018**] that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children and second relatives) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, disclose to Our organization, such conflict of interest (or apparent conflict of interest).

Offeror's Name:_____

RFP/Contract No. :_____

Signature: _____

Title: _____

Date