

INSTRUCTIONS TO OFFER APPLICATION

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

Type of market: Money Transfer services in IQD and USD to TDH offices & Service Provider/ Suppliers, in, Baghdad, Erbil,, Kirkuk, Shirqat, Tikrit, Mosul and Sinjar

FINANCING:

The project is funded by multiple donors.

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

Important note: By submitting an Offer, the Offer fully and unreservedly accepts the contents of these Instructions as the sole basis for this Call for Quotation procedure, irrespective of its terms and conditions of sale, which it hereby waives. Applicant must carefully review and comply with all instructions, forms, contractual provisions, and specifications contained in these documents. Failure to submit an Offer containing all the required information and documentation within the specified time limits may result in the rejection of the application. No reservations regarding the Application documents may be considered and this will result in the immediate rejection of the Application 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 Applicants will bear all costs related to the preparation and submission of its applicants (visits, on-site inspection, etc.). The contracting authority will not be responsible or liable for any costs incurred by the applicationer, regardless of the progress or outcome of the procedure.
- 1.3 Terre des hommes retains ownership of all bids received in this Offer 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 Call for Quotation is to solicit competitive bids for the: **Money Transfer services in IQD and USD to Tdh Offices & Service Provider/ Suppliers, in, Baghdad, Erbil, Kirkuk, Shirqat, Tikrit, Mosul, and Sinjar**
- 2.2 The call for applications will lead to the signature of **one or several framework contracts 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 applications. 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 Applicationers 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 applicationer.
- 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 applicationer must be registered with the Ministry of Trade and the documents should be provided to Tdh in the application dossier.
- 2.15 The applicationer must have the approval from Central Bank of Iraq for providing money transfer services. The approval document should be included in the application 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 applicationers 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 Applications 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 applicationer 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. Presentation of the offer :

- 6.1 Applications, associated documents, and correspondence between the application and Tdh must be written in the language of the procedure, which is **English**.
- 6.2 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).
- 6.3 Applications must be received by **17/February/2024 to 4:00 PM**. Late applications will be rejected and will not be evaluated. Nevertheless, all applications received after the submission deadline will be retained by the contracting authority.
- 6.4 All applications must be submitted online via irg.tenders@tdh.org.
- 6.5 The title of Application should be marked as follows:” Money Transfer – Service “

7. Contents of the offers :

All applications submitted must comply with the requirements of the application dossier and the dossier submitted by the applicationer 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 for Applications	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: <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 applicationer must be registered with the Ministry of Trade and the documents should be provided to Tdh in the application dossier.
9	approval from Central Bank of Iraq for providing money transfer services	The applicationer must have the approval from Central Bank of Iraq for providing money transfer services. The approval document should be included in the application 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 applicationer.
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.

8. Period of validity of offers

- 8.1 Applications must remain valid for a period of **120 days from the** deadline for submission of applications. 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**. Applicationers accepting this request are not authorised to modify their offer. In case of refusal, applicationers cease to participate in the procedure. The successful applicationer 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.

9. Modification and withdrawal of offers

- 9.1 Applicationers may modify or withdraw their applications by written notification before the submission deadline. No application may be modified after this date.
- 9.2 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 application procedure.

10. Ethics

Failure to comply with the following ethical rules will result in the immediate exclusion of the applicationer 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 applicationers, 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.

10.1 Applicationers 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>

11. Situations of exclusion

11.1 Tdh will exclude from this procedure any applicationer 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 applications, obtaining information on the progress of the process or influencing Tdh in its decision on the award of the contract.
- j) have applicationed for more than one offer either individually or as a partner in a joint venture/consortium. The participation of a Applicationer in more than one application will result in the disqualification of all applications in which the Applicationer 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.

12. Subcontracting

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

13. Contents of the application dossier

13.1 The application dossier contains the following elements:

- a) These Instructions to Applications
- 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
Baghdad	Baghdad
Kirkuk	Kirkuk
Salah Al-Din	Tikrit
Salah Al-Din	Shirqat
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 mentionned above. As their addresses could not be known in advance by Tdh, the bidders must be in capacity to cover theses 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 applicationers	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 application procedure. if this application is submitted by an individual applicationer, the name of the applicationer 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 application 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 application 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 application. 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 application 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:.....

