

Request for Proposal



DRC Iraq
South Area Office, Anbar sub office
Fallujah-Hay Nazal..

07-11-2024

To interested companies/ consultants.

Request for Proposal No.: RFP-IRQ-ANB-24-002-Consultancy For Perma-Culture Implementation for Food Sufficiency in Anbar – Bzibiz Informal Settlements- Re- Advertised.

Dear Sir/Madam:

The Danish Refugee Council Iraq has received a grant from DANIDA for the implementation of its humanitarian aid operation in Iraq. Part of this operation is to conduct consultancy research to enhance understanding of women's experiences linked with internal displacement and especially identify and analyze what hinders women's access to durable solutions in Iraq. It also aims to highlight ways forward to promote more inclusive policy-level planning, but also aid responses where differences are recognized between different groups and add to the realization of durable solutions for women. Therefore, DRC requests you to submit your proposal. Please be guided by this RFP and the attached Terms of Reference (TOR) Annex F. Your proposal must be expressed in English and valid for a minimum period of 90 days.

Note:

Awarded Iraqi Service provider/s shall provide documentation/registration number of the Social Security regarding the registration of its employees, both service provider and its subcontractors are jointly/severally liable before the Social Security Office in fulfilling their obligations regarding the Social Security contributions for their employees on any awarded contract by DRC.

I. TENDER DETAILS

The Tender details are as follows:

Line	Item	Time, date, address as appropriate
1	RFP published	07-Nov-2024
2	Closing date for clarifications	11-Nov-2024 at 16:00 Iraq Time (13:00 UTC)
3	Email for clarifications	bidqueries.irq.diy@drc.ngo
4	Closing date and time for receipt of bids/Proposals	13-Nov-2024 at 22:00 Iraq Time (13:00 UTC)
5	E-mail for Submission of bids/Proposals	tender.irq.diy@drc.ngo
6	Tender Opening Location	DRC South area office- Diyala.
8	Tender Opening Date and time	16-Nov-2024 at 10:00 Iraq Time (07:00 UTC)

PLEASE NOTE: NO BIDS WILL BE ACCEPTED AFTER THE ABOVE CLOSING TIME AND DATE

II. IMPORTANT INFORMATION REGARDING THIS RFP:

- This RFP is launched for the purpose of establishing a contract with a service provider for consultancy service for build the program staff capacity to have an in depth understanding of the perma-culture and circular bio economy systems/approaches, and be able to engage communities to practice into their day-to-day activities.
- DRC may choose to cancel the Contract if deemed necessary.
- The expected duration of this consultancy service shall be 120 Callender days which can be delivered within the timeline of maximum four months. The timeline for delivering expected outcomes will be refined based on the consultant's work plan. The consultancy is expected to commence in the last week of Nov, 2024.
- DRC may terminate the Contract if the supplier fails to deliver the service on time.
- No advance payment will be paid to the awarded supplier. The awarded supplier is expected to mobilize its own resources for the provision of the contracted services.
- Payment terms and instalments will be agreed between DRC and awarded consultant upon signing the Contract.

III. SELECTION AND AWARD CRITERIA

The criteria for awarding contracts resulting from this Tender is based on 'best value for money'. For the purpose of all tenders DRC defines best value for money as:

Best value for money should not be equated with the lowest initial bid option. It requires an integrated assessment of technical, organizational and pricing factors in light of their relative importance (i.e., reliability, quality, experiences, and reputation, past performance, cost/fee realism, delivery time, reasonableness, need for standardization, and other criteria depending on the item to be procured).

A. Administrative Evaluation

A bid shall pass the administrative evaluation stage before being considered for technical and financial evaluation. Bids that are deemed administratively non-compliant may be rejected. The documents listed below shall be submitted with your bid.

#	Annex #	Document	Instructions
1	NA	Technical Proposal (Sign, stamp and submit)	Technical Proposal to be prepared on Bidder's own template as per the Term of Reference included: - A clear presentation of the proposed methodology and designing a work plan to achieve the requested deliverables - Demonstrated knowledge of the requested deliverables and understanding of the importance of an effective policy mapping for successful advocacy work.
2	A	Bid Form (Financial)	Complete ALL sections in full, sign, stamp and submit (Submit in a separate envelope/E-mail) Alternatively, a bidder can submit their own template with a detailed budget breakdown, where the daily rate shall be included.
3	B	Tender and Contract Award Acknowledgement Certificate	Complete ALL sections in full, sign, stamp and submit (Submit alongside with the technical proposal)
4	C	General conditions of contracts	Complete ALL sections in full, sign, stamp and submit. (Submit alongside with the technical proposal)
5	D	Supplier code of conduct	Sign, stamp and submit (Submit alongside with the technical proposal)
6	E	Supplier Profile and Registration Form	Complete ALL sections in full, sign, stamp and submit. (Submit alongside with the technical proposal)
7	F	Term of Reference	Sign, stamp and submit.
8	G	Consultant Declaration Form	Complete ALL sections in full, sign, stamp and submit. (Submit alongside with the technical proposal)

9	I	Reference	Reference for not less than two similar research studies during the past two years for previously demonstrated experience in conducting qualitative research through key informant interviews, focus group discussions or other tools. This can be with local or international NGOs, UN agencies, research institutes or other relevant entities. (Submit alongside with the technical proposal)
10	NA	Company Registration Certificate and Evidence of Tax Clearance/Registration for Company, and a copy of ID.	Consultancy firms are required to include a copy of the company registration certificate. All the companies should be registered in Iraq (Legally can work on Iraq) and evidence of tax clearance for the company are required, and a copy of ID and tax registration clearance in case of individuals, plus a partnership Contract required in case of implementation through local partner (Submit alongside with the technical proposal).
11	N/A	Two sample reports for lead consultants. (related to permaculture projects)	attached with consultant name.
12	N/A	Evidenced by at least two examples of training (Related to agricultural) materials from the lead consultants and/or printed/signed certificates in the past 5 years	To attach with the technical proposal and shall be indicated as samples of training materials of the proposed lead consultant.
13	N/A	At least one training curriculum in field related to permaculture shall be submitted (i.e., soil preparation, composting, planting). For Company or the lead consultants.	To attach with the technical proposal and shall be indicated as training samples curriculum in field related to permaculture of the proposed lead consultant/ Company.
14	N/A	Evidence on permaculture project implementation in the middle east, with submission of photos or letter of completion as evidence.	To attach with the technical proposal and shall be indicated as Evidence on permaculture project implementation in the middle east of the proposed lead consultant/or Company.
15	N/A	Proof of experience in permaculture, supported by at least two project involving soil preparation, composting, and planting including photos, and/or references from past stakeholders in the past 3 years.	To attach with the technical proposal and shall be indicated as Proof of experience in permaculture, supported by at least two project involving soil preparation, composting, and planting from the proposed lead consultant/or Companies.

If any information required during the administrative evaluation is not provided by the bidders, DRC may choose to request bidders to supply this information within 48 hours of the tender opening. Please note that this is only applicable for documentation that does not alter the details in the bid, such as price information.

B. Technical Evaluation

To be technically acceptable, the bid shall meet or exceed the stipulated requirements and specifications in the RFP. A Bid is deemed to meet the criteria if it confirms that it meets the conditions, procedures and specifications in the RFP without substantially departing from or attaching restrictions with them. If a Bid does not technically comply with the RFP, it will be rejected.

For all bids deemed technically compliant as per the specification stipulated in Annex F – Terms of Reference (TOR), DRC will give a weighted combined technical and financial score. The weighted score will determine the contract award.

Bidders who scored less than 5 in the technical table as a score will be disqualified.

The technical criteria for this RFP and their weighting in the technical evaluation are:

Technical criteria	Description of the Technical Criteria	Evaluation	Weighing in final score
Technical proposal and work plan	Should mention comprehensive key element in the technical proposal including (summary, objective, outcome, output, methodology, risk mitigation, work plan). These criteria will be evaluated based on the technical proposal and work plan.	1-10	25%
Team Structure			30%
Team Composition and Expertise	Lead permaculture consultant: Should at least developed and executed two permaculture projects providing a final report on findings and lessons learned or similar analysis report upon project completion. Two sample reports shall be attached with consultant name and/or company name in the past 5 years. Should have practical experience in permaculture, supported by at least two project involving soil preparation, composting, and planting including photos, and/or references from past stakeholders in the past 5 years.	1-10	10%
	Training and Development Specialist: Should have experience in designing and implementing training programs, evidenced by at least two examples of training materials and/or printed/signed certificates in the past 5 years.	1-10	10%
	Community engagement coordinator: demonstrate community engagement through at least two previous projects, including stakeholder meeting	1-10	10%

	minutes and/or community attendance sheet or photos in the past 5 years.		
Experience			45%
Proven Experience in Permaculture and Sustainable Agriculture Projects	Proven Experience in Permaculture and Sustainable Agriculture Projects: highlighting at least two project reports, and project implementation, with analysis and/or lessons learned and should include in the technical proposal package. Alternatively, provide reference check from at least two stakeholders (NGO, INGO, company, and line manager) who can attest to your performance over the past three years.	1-10	15%
Permaculture techniques and training	Proven experience in developing and delivering interactive training programs. Should have developed and delivered interactive training programs, supported by at least two examples of training evaluations and participant feedback in the past 3 years. At least one training curriculum in field related to permaculture shall be submitted	1-10	15%
Experience in Middle East	Designing and implementing permaculture in the Middle East: Should have evidence on permaculture project implementation in the middle east, with submission of photos or letter of completion as evidence.	1-10	15%
Total weighing in final score			100%
Desirables			
Local Context	Knowledge on context of Iraq: Knowledge of the specific challenges and opportunities in context of IDPs in Iraq, with at least one examples of contextual analysis		
Monitoring and Evaluation	Monitoring and evaluation of Agriculture projects: Should have at least one report on monitoring and evaluation of agriculture projects. Or documented strategy for implementing agriculture project in the past 5 years.		
Language	Excellent reporting skills in English: Should have at least two documents published, or submitted as deliverables, or success stories in the past 2 years.		
Localization	Availability of local team in Iraq: Provided team expertise in Iraq with CVs and contact information.		
Engagement with Vulnerable Communities	Ability to engage with vulnerable communities, including IDPs Should have evidence on engagement strategies (documented) with vulnerable communities, submitted case studies and/ or assessment reports with focused group discussion and or/key informant interviews (documented) is also acceptable in the past 3 years.		

The quality score will be a mark from 1 to 10, bidder who gets less than 5 will be technically disqualified and will not pass to the financial evaluation.

Please note that bids shall respond to all criteria, or their bid may be disqualified.

Pre-award technical criteria:

DRC may interview shortlisted consultants to confirm the technical capability and capacity to complete the consultancy service.

DRC reserves the right to disqualify any consultant at this stage if the consultant/s interview outcome does not comply with the submitted Proposal and the consultant is found to be non-qualified and does not have the capacity.

C. Financial Evaluation

All bids that pass the Technical Evaluation will proceed to the Financial Evaluation. Bids that are deemed technically non-compliant will not be financially evaluated.

Any discrepancy between the unit price and the total price shall be re-computed by DRC, and the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the final price based on DRC's re-computation and correction of errors, its Bid will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by DRC after it has received the Proposal.

IV. TENDER PROCESS

The following processes will be applied to this Tender:

- Tender Period
- Tender Closing
- Tender Opening
- Administrative Evaluation
- Technical Evaluation
- Financial Evaluation
- Contract Award
- Notification of Contract Award

V. SUBMISSION OF BIDS

Bidders are solely responsible for ensuring that the full bid is received by DRC in accordance with the RFP requirements, prior to the specified date and time mentioned above. DRC will consider only those portions of the bids received prior to the closing date and time specified.

All responsive Bids shall be written on the bidder own template for technical Proposal-Bid and on DRC Bid Form (annex A) for financial bids- Alternatively, bidder can submit their own template with a detailed budget breakdown.

the following documents shall be contained with the bid:

- **Tender & Contract Award Acknowledgment Certificate (Annex B).**
- **General Conditions of Contract (Annex C).**
- **Supplier Code of Conduct (Annex D).**
- **Supplier Profile and Registration form (Annex E).**
- **plus, any other documents required as indicated in Section A.**

Bids not submitted on Annex A, or not received before the indicated time and date as set forth on page 1, or delivered to any other email address, or physical address will be disqualified.

Bids submitted by mail, email, or courier by so is at the Bidders risk and DRC takes no responsibility for the receipt of such Bids.

Bidders are solely responsible for ensuring that the full Bid is received by DRC in accordance with the RFP requirements.

A. Hard Copy:

Hard copy Bids shall be separated into 'Financial Bid' and 'Technical Bid':

- The Financial Bid shall only contain the financial bid form, Annex A
- The Technical Bid shall contain all other documents required by the tender as mentioned in section A. Administrative Evaluation but excluding any pricing information.

RFP No.: RFP-IRQ-ANB-24-002
Technical Proposal - Re advertise
Bidder Name:

Each part shall be placed in a **sealed** envelope, marked as follows:

RFP No.: RFP-IRQ-ANB-24-002
FINANCIAL BID - Re advertise
Bidder Name:

Both envelopes shall be placed in an outer **sealed** envelope, addressed, and delivered to:

**RFP No.: RFP-IRQ-ANB-24-002- Re-
Advertise**
DRC Iraq
South Area Office, Anbar sub office
Fallujah-Hav Nazal

B. Email submission

Bids can be submitted by email to the following dedicated, controlled, & secure email address:

tender.irq.diy@drc.ngo

When Bids are emailed, the following conditions shall be complied with:

- **The RFP number shall be inserted in the Subject Heading of the email.**
- **Separate emails shall be used for the 'Financial Bid' and 'Technical Bid', and the Subject Heading of the email shall indicate which type of the email contains.**
 - The financial bid shall only contain the financial bid form, Annex A
 - The technical bid shall contain all other documents required by the tender but excluding all pricing information.
- Bid documents required, shall be included as an attachment to the email in PDF, JPEG, TIF format, or the same type of files provided as a ZIP file. Documents in MS Word or excel formats, will result in the bid being disqualified.
- Email attachments shall not exceed 4MB; otherwise, the bidder shall send his/her bid in multiple emails.

Failure to comply with the above may disqualify the Bid.

DRC is not responsible for the failure of the Internet, network, server, or any other hardware, or software, used by either the Bidder or DRC in the processing of emails.

DRC is not responsible for the non-receipt of Bids submitted by email as part of the e-Tendering process.

Bids can be submitted in one of two ways, hardcopy or electronically. If the Bidder submits a Bid in both Hardcopy and electronically, DRC will choose the version that is the most advantageous to DRC.

VI. COMPLETION OF BID FORM

A. Prices Quoted

Any discount offered shall be included in the Bid price.

B. Currency

The currency of the Bid shall be in USD or IQD.

The exchange rate is 1304 IQD = 1 USD. Will be used for bid comparison purpose.

C. Language

The Bid Form, and all correspondence and documents related to this RFP shall be in English.

D. Presentation

Bids shall be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations shall be initialed by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. All documentation shall be written in English. All Bids shall be signed by a duly authorized representative of the Bidder.

E. Split Awards

DRC reserves the right to split awards.

F. Validity Period

Bids shall be valid for at least the minimum number of days specified in the RFP (Annex B and Annex A) from the date of Bid closure. DRC reserves the right to determine, at its sole discretion, the validity period in respect of Bids which do not specify any such maximum or minimum limitation.

VII. ACCEPTANCE

DRC reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the RFP Closure.

VIII. AWARD OF CONTRACTS

This RFP does not commit DRC to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services. Any bid submitted will be regarded as an offer made by the Bidder and not as an acceptance by the Bidder of an offer made by DRC. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of DRC and the successful Bidder.

DRC may award contracts for part quantities or individual items. DRC will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened. DRC reserves the right to cancel any RFP, to reject any or all Bids in whole or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering Contract may be excluded from future DRC RFPs.

IX. CONFIDENTIALITY

This RFP or any part hereof, and all copies hereof shall be returned to DRC upon request. This RFP is confidential and proprietary to DRC, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of DRC, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the RFP, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this RFP.

X. COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

Bidders and their employees, officers, advisers, agent or sub-contractors shall not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

- The preparation of submission of Bids,
- The clarification of Bids,
- The conduct and content of negotiations,
- Including final contract negotiations,

In respect of this RFP or procurement process, or any other procurement process being conducted by DRC in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to DRC, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

XI. IMPROPER ASSISTANCE

Bids that, in the sole opinion of DRC, have been compiled:

- With the assistance of current or former employees of DRC, or current or former contractors of DRC in violation of confidentiality obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
- With the utilization of confidential and/or internal DRC information not made available to the public or to the other Bidders,
- In breach of an obligation of confidentiality to DRC, or contrary to these terms and conditions for submission of a Bid, shall be excluded from further consideration

Without limiting the operation of the above clause, a Bidder shall not, in the absence of prior written approval from DRC, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this RFP was an official, agent, servant, or employee of, or otherwise engaged by, DRC and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this RFP relates.

XII. CORRUPT PRACTICES

DRC has zero tolerance for corruption.

The Bidder represents and warrants that neither it nor any of its potential subcontractors are engaged in any form of corruption, defined by DRC as the misuse of entrusted power for private gain.

This definition is not limited to interactions with public officials and covers both attempted and actual corruption, as well as monetary and non-monetary corruption. The definition includes, but is not limited to, corruption in the form of: facilitation payments, bribery, gifts constituting an undue influence, kickbacks, favoritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery or falsification of documents, and financial or procurement fraud. No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – directly or indirectly – as an inducement or reward in relation to activities funded by DRC, including tendering, award or execution of contracts. DRC reserves the right, without prejudice to any other right or remedy available to it, according to any violation of this clause to immediately reject the submitted offer, and to take such additional action, civil and/or criminal, as may be appropriate.

The Bidder agrees to accurately communicate DRC's policy with regards to Anti-Corruption to Third Parties. The Bidder furthermore agrees to inform DRC immediately of any suspicion or information it receives from any source alleging a violation of this policy to the contact details of the specific DRC country operations via www.drc.dk/where-we-work, or via DRC's Code of Conduct Reporting Mechanism: www.drc.dk/relief-work/concerns-complaints/code-of-conduct-reporting-mechanism. Reports of suspected corruption can also be reported directly to DRC HQ at c.o.conduct@drc.dk.

XIII. CONFLICT OF INTEREST

A Bidder shall not, and shall ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of DRC and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any DRC contract a conflict of interest arises, or appears likely to arise, the Bidder shall notify DRC immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of DRC, or cases in which any DRC official, employee or person under Contract with DRC may have, or appear to have, an interest of any kind in the Bidder's business or any kind of economic ties with the Bidder. The Bidder shall take steps as DRC may reasonably require, to resolve or otherwise deal with the conflict to the satisfaction of DRC.

XIV. WITHDRAWAL/MODIFICATION OF BIDS

Requests to withdraw a Bid after the Bid Closure Time shall not be honored. If the selected Bidder withdraws its Bid, DRC shall duly register the said Bid and shall evaluate it alongside all other received Bids. If the selected Bidder has furnished a Bid security, DRC shall withhold such Bid security until the issue has been resolved.

Withdrawal of a Bid may result in your suspension or removal from the DRC suppliers List.

A Bidder may modify its Bid prior to the RFP closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the RFP closure.

XV. LATE BIDS

All Bids received after the RFP closure will be rejected.

XVI. OPENING OF THE RFP

The Tender Opening will take place at the time and location stated above.

Any attempt by a Bidder to influence the Evaluation Committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence DRC in its decision concerning the award of the Contract will result in the immediate rejection of the tender.

XVII. CONDITIONS OF CONTRACT

All Bidders shall acknowledge that the DRC General Conditions of Contract or the Special Conditions of Contract, as applicable, are acceptable.

XVIII. CANCELLATION OF THE RFP

In the event of an RFP cancellation, Bidders will be notified by DRC. If the RFP is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders.

The RFP may be cancelled in the following situations:

- where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the project impossible;
- all technically compliant Bids exceed the financial resources available; or
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

DRC shall not be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an RFP, even if DRC has been advised of the possibility of damages. The publication of a procurement notice does not commit DRC to implement the program or project announced.

XIX. QUERIES ABOUT THIS RFP

For queries on this RFP, please contact the Procurement department, bidqueries.irq.diy@drc.ngo.

All questions regarding this RFP shall be submitted in writing to the above. On the subject line, please indicate the RFP number. **Bids shall not be sent to the above email.**

All questions during the tender period, as well as the associated answers, will be shared with all suppliers invited, or for open tenders published at:

<https://www.iraqbusinessnews.com/>
<https://reliefweb.int/jobs>

XX. RFP DOCUMENTS

This RFP document contains the following:

1. This covering Letter
2. Annex A: DRC Bid Form (financial bid)
3. Annex B: Tender and Contract Award Acknowledgment Certificate
4. Annex C: DRC General Conditions of Contract
5. Annex D: DRC Supplier Code of Conduct
6. Annex E: Supplier Profile and Registration
7. Annex F: Terms of Reference
8. Annex G: Consultant Declaration Form
9. Annex H: Non-disclosure Agreement (For your information, DRC will request awarded bidder to sign prior to contract signing).
10. Annex I: References
11. Annex J: Consultancy contract DRC form (For your information)

Under DRC's Anticorruption Policy Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. DRC will reject a Bid if it determines that the Bidder recommended for award, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

Yours sincerely
