

Request for Proposal



DRC Main office,
Faj Attan, next to Haddah Post Office
Sana'a,
Yemen

30 March 2023

To: Interested qualified and specialised Service provider

Request for Proposal No.: DRC/RFP/PA/30032023/Fl/FSP/SAH - Provision of Cash Transfer Service under a Purchase Agreement for 24 Months extendable for another 12 months

Dear Sir/Madam:

Founded in 1956, the Danish Refugee Council (DRC) is Denmark's largest, and a leading international NGO - one of the few with a specific expertise in forced displacement. In 40 countries 7,500 employees protect, advocate and build sustainable futures for refugees and other displacement affected people and communities. DRC works during displacement at all stages: In the acute crisis, in exile, when settling and integrating in a new place, or upon return. DRC provides protection and life-saving humanitarian assistance. DRC supports displaced persons in becoming self-reliant and included into hosting societies. DRC works with civil society and responsible authorities to promote protection of rights and peaceful coexistence

The Danish Refugee Council (DRC) has received a grant from *Several Donors* for the implementation of the humanitarian aid operation in Yemen. Part of this operation is implementation of Cash Assistance Programming in Yemen as part of normal DRC operations and the Cash Consortium of Yemen (CCY) that DRC is leading.

Therefore, the DRC and the CCY members request you to submit technical and financial offers for the supply of the service(s) listed below.

I. TENDER DETAILS

The Tender details are as follows:

Line	Item	Time, date, address as appropriate
1	RFP published	30 March 2023
2	Technical meeting date	6 April 2023–14:00 Yemeni Local Time – 11:00 GMT – Via Zoom call An invitation to zoom call will be shared later with all bidders who requested the tender documents.
3	Closing date for clarifications	18 April 2023 – 14:00 Yemeni Local Time – 11:00 GMT
4	Closing date and time for receipt of bids/proposals	02 May 2022 – 13:00 Yemeni Local Time – 10:00 GMT
5	Tender Opening Location	DRC main office in Sana'a, Faj Attan, next to Haddah Post Office -Sana'a, Yemen
6	Tender Opening Date and time	03 May 2023 – 10:00 Yemeni Local Time – 07:00 GMT

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

II. IMPORTANT INFORMATION REGARDING THIS RFP:

- This tender is divided into 2 (Two) Lots according to the geographical scope and coverage. Bidder can bid for one, more or all of the lots:
- **LOT 1:** Northern Area of Operations – Detailed in Annex G “List of Target Area”
- **LOT 2:** Southern Area of Operations – Detailed in Annex G “List of Target Area”
- This tender Document is not an agreement and neither is it an offer to any party other than an invitation to submit request for proposal who were selected and qualified to submit the bids.
- If you have received this request for proposal (RFP) then your bids meets technical requirements of DRC to provide financial services in area of Yemen for the period of **two Years**, further extendable for an additional 12 Months months if both parties agree.
- 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 or goods. 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.
- A purchase Agreement is not binding DRC to place any Purchase Orders. DRC may place a purchase orders to the awarded supplier(s) based on the purchase agreement as per its requirement.
- This RFP is launched for the purpose of establishing a Purchase Agreement PA with a supplier(s) for the supply of (PA) with Financial Service Provider/s (FSP/s) for the provision of cash transfer service for a period of two years (24 months) extendable for another 12 months based on performance. with a single supplier (or more than one supplier).
- DRC as contracting authorities, does not guarantee any volume of orders under the Purchase agreement /s as all purchases will be based on the needs and activities at the time.
- DRC may choose to cancel the agreement if deemed necessary.
- No Advance payment will be paid to the awarded supplier/s. The awarded FSP/s are expected to mobilize their own resources to deliver the agreed services and pre-finance it.
- DRC and CCY members may choose to split the contract award to more than one supplier.
- DRC and CCY members require the bidders to accept the identification form (Annex J) provided by the NGOs as acceptable KYC documentation, and they consider this as Mandatory and Essential Criteria, failure to comply with it will lead to disqualification at the administrative evaluation stage.
- The currency of this RFP will be both **YER** and **USD**, as the service requested is OTC (Over the counter) in both currency so bidders should provide the price/bid for USD OTC transfers and YER OTC transfers, since they are considered two different products as detailed in the Financial Proposal Annex A.2
- The delivery time of the supply shall not exceed 72 hours (3 days) of placing order. DRC may terminate the Contract if the supplier fails to deliver items within this period.
- When a project is confirmed, the supplier is required to provide the service, on a case by case basis. Each project will entail different volumes, transfer amounts, frequency, and locations of transfers. Hence, the Supplier will be asked to sign one Scope of Work per project, detailing the features of the cash transfers to be delivered (number of recipients, transfer amounts, frequency, dates of the transfers, payment mechanism and their locations). Under the Purchase Agreement, the Supplier may be required to engage in one or more projects, or in none, over the course of the 24 months.

III. GENERAL

A. ORGANIZATIONAL BACKGROUND

The Danish Refugee Council was originally founded in Denmark in 1956 and has since grown to become a well-respected international humanitarian organisation with more than 7,000 staff and 8,000 volunteers. Our vision is a dignified life for all displaced.

Since the onset of the conflict in March 2015, DRC's operations also include emergency humanitarian assistance. Its emergency interventions target approximately 243,000 people across various sectors including Food Security and Livelihoods, (WASH), provision of core relief items, and protection assistance. Despite the conflict, DRC is operational in 10 governorates throughout the country. DRC's approach to assistance is community driven and activities are conducted in consultation with local community networks.

DRC is an active participant of the Protection, WASH, Food Security and Agriculture, and Shelter and NFI clusters as well as relevant sub-clusters and working groups. In addition, it is on the steering committee of the Yemen INGO Forum and sits on the Humanitarian Country Team.

DRC works with UN agencies, INGOs, national civil society organizations, government authorities, and local community networks in order to provide efficient and coordinated assistance throughout Yemen.

DRC's work in Yemen is kindly supported by multiple donors including and not limited to ; BHA , OCHA, UNHCR, UNICEF, ECHO, DANIDA, WFP, IOM as well as DRC own funds.

DRC's interventions in Yemen are implemented through several offices please go to the target Area Annexes.

B. PROJECT BACKGROUND

The Cash Assistance Programme's goal is to provide acute humanitarian response to the most vulnerable recently internally displaced individuals via Multi-Purpose Cash Assistance "MPCA", and All payments in North or South as advised by DRC supply chain/designated staff with a focus on expanding humanitarian access; it also intends to provide choice and flexibility to beneficiaries for usage of cash as per their needs. This will cover DRC's program sectors: Food Security, Economic Recovery, Shelter, WASH (Water, Sanitation and Hygiene), Community Services and RRM (Rapid Response Mechanism).

C. TARGET AREA AND MODALITY

DRC and CCY members intends to provide cash assistance in form of Mobile Money Transfer , Over the Counter "OTC", Cash in hand at distribution site and other cash delivery machanism in the Areas of Yemen, as stated and listed in **Annex G**.

The implementation will be during the period **May 15th, 2023 to May 14th, 2025**.

D. ESTIMATED AMOUNTS TO BE DISTRIBUTED

The projections of the amounts to be distributed are as follows:

Estimated annual expenditures in USD for 24 Months	45 MUSD
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The figure(s) referenced in this section are reliant on DRC securing funding for **2023-2024-2025** and are an estimate based on the current / proposed funding levels. All figures are best estimates and could be significantly higher or lower and does not commit the DRC nor CCY members in any way to commit these amounts.

As the geographical location of beneficiaries is subject to change, DRC and CCY member reserves the right to activate any of the technical solutions according to their relevance to the needs identified in the course of its programs.

In order to allow the DRC and CCY members to exercise this right, the pricing structure shall clearly set out the tiered billing arrangements as required in Appendix A.2 Financial Proposal.

E. TECHNICAL REQUIREMENT FOR SERVICE

DRC and CCY members will use four Technical Criteria to assess the FSP Technical proposal. Each of these categories includes sub-categories that each FSP will be evaluated on. The table below is presenting DRC expectations toward the FSP in each respect. Further guidance in this respect can be found in the Annex A.1: Technical Proposal Guidance.

Technical Criteria	Sub-categories	Expectations
1. FSP General Capacity	Delivery mechanism option(s) and other products/services offered	Having at least one, but ideally a range of technical solutions that correspond to the needs of DRC programming
	Applicable legal frameworks	Being compliant with applicable legal frameworks at country and regional level
	Financial capacity (relative to caseload and factoring in other clients, currencies)	Having the financial capacity to reach at least the requisite number of beneficiaries in the required period of time
	Human and other resource capacity (relative to caseload and factoring in other clients)	Having sufficient human and other resources to cover additional activities created by delivering DRC programming
	Experience/track record (reputation, reliability, accreditation)	Having experience with and good references from a range of other clients (e.g. NGOs, UN agencies, government) to confirm the content of the technical proposal
	Adaptability (new and/or existing products, services)	Being able to adapt easily the services provided to the specific DRC programming needs and changing contexts
2. Delivery Mechanism(s) Specific Information	Coverage (geographic – general and relative to targeted population)	Being able to cover large range of areas in the country, areas covered by DRC programmes and/or other hard-to-reach areas
	Timeliness (start-up, ongoing, emergency)	Providing the services in a timely manner and being able to quickly respond to emergency
	Distribution capacity (no. distributions per day/week/month per location, incl. remote/offline locations)	Being able to deliver at least the requisite number of distributions in the required time, including in remote and hard-to-reach areas.
	Accessibility (documentation, digital/other literacy, inclusion etc.), convenience and preferences	Providing a service that is easily and safely accessible to DRC's target beneficiaries and that suits their preferences
	Relevance to programme objective	Providing services that respond to DRC sectors of intervention and programme objectives
	Hardware requirement (provision, rental)	Providing services that require minimum equipment and use existing hardware and equipment or providing requisite equipment at reasonable cost
	Scalability (within and beyond Purchase Agreement)	Providing services that can be easily scalable in terms of number of beneficiaries, areas of intervention, and amount
	Sustainability (local provider, financial inclusion)	Providing services that are sustainable, i.e. to which beneficiaries can continue to access after the end of the DRC intervention

3. Quality of Support & Other Services	<p>To DRC and CCY members :</p> <ul style="list-style-type: none"> • Reporting • Technical support • System access/oversight • Platform, dashboard • Monitoring and follow-up • Staff capacity-building • Focal Point/ Contact Number • System interoperability 	<p>Providing online platforms to manage and monitor distributions</p> <p>Providing efficient, reliable and integrated monitoring systems</p> <p>Providing initial and ongoing training and staff capacity building with respect to the provision of the service</p> <p>Providing a high quality and reactive technical support, especially in case of provided services</p> <p>Providing one or more specific technical, strategic, financial focal point to closely collaborate with DRC</p> <p>Providing a system that could enable inter-operationality between the FSP system(s) and other FSP systems or DRC systems.</p> <p>Providing a system that is directly accessible and manageable by DRC itself</p>
	<p>To End-User:</p> <ul style="list-style-type: none"> • User experience / support • Training • Troubleshooting • Accountability mechanism 	<p>Providing training or capacity building to users on the delivery mechanism and related technology</p> <p>Providing support system to beneficiaries before, during and after the transfer(s) that corresponds to their capacity and preferences</p> <p>Providing efficient, accessible and inclusive accountability mechanism for beneficiaries</p>
4. Risk Identification, Mitigation and Response	Safety and security of distribution mechanism and process	Providing secure and safe way to deliver cash to end users in the respect of humanitarian principles, considering do no harm and conflict sensitivity approaches
	Data management and protection (sharing, confidentiality)	Having strong data management and protection policies and practices that ensure the highest standard to protect end-users' rights
	Human and/or system error	Providing systems and internal controls to reduce, mitigate and detect human and/or system errors
	Fraud and corruption, loss, theft	Providing a delivery mechanism and related systems that can identify, minimize, and mitigate risks of fraud, corruption, loss and theft
5. Pricing Structure <u>(PLEASE DO NOT INCLUDE ANY FINANCIAL INFORMATION HERE)</u>	Fixed, Marginal and Other Costs – for each party (incl. recipient)	Providing the defining of the cost associated with the mobile money transfer delivery mechanism.
	Variables (scale, distance, security, currency/exchange rates, <i>ex ante/ex post</i> transfer etc.)	Providing detailed answers about the cost variables whether the fees/price will change according to the number of payment, geographical location, remote areas . Tackling the regressive and degressive rate for the specific mechanism mentioning if the percentage/price varies while exceeding the threshold.
	Proposed payment method, schedule	Providing the details about the payment method, schedules, transfer amounts minimum and maximum

IV. SELECTION AND AWARD CRITERIA

The criteria for awarding contracts resulting from this RFP is based on 'best value for money' for each lot. For the purpose of all RFP 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).

For all bids deemed technically compliant as per the specification stipulated in section III. E. **TECHNICAL REQUIREMENT FOR SERVICE**, DRC will give a weighted combined technical and financial score. The weighted score will determine the contract award.

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

Technical criteria #	Technical criteria	Weighting in technical evaluation Total 100%
1	FSP General Capacity	25%
2	Delivery Mechanism(s) Specific Information	35%
3	Quality of Support & Other Services	10%
4	Risk Identification, Mitigation and Response	10%
5	Pricing Structure and technical capacity answers	20%
Price	Weighted cost	

A. Administrative Evaluation (section A)

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. Documents listed below shall be submitted with your bid.

#	Annex #	Document	Instructions
1	N/A	Technical Proposal, addressing the technical specifications described in section III.E. TECHNICAL REQUIREMENT FOR SERVICE and section IV. SELECTION AND AWARD CRITERIA.	A detailed Technical proposal structured showing the headings of the technical criteria outlining the descriptions of the services within each of the criteria answering questions in the technical proposal guidance Annex A.1 Enclosing all the required means of verification listed in Annex A.1a "Technical Proposal Guidance" in section (Evidence/Documents to support the technical evaluation) as relevant.
2	A.2	Financial proposal	Outlining the commission percentages they will be charging and any other charges, either to DRC, third party vendors or cash recipients. Either fixed, flat fee or commission percentages. In the case of tiered pricing the financial proposal will have to clearly explain the rates applicable for each tranche of capital transferred and whether or not reductions for large amounts will be reflected in the first purchase orders after the threshold has been crossed.
3	A.1.a	Pricing Structure	Outlining and specifying the structure of the cost associated with the transfer, answering all question as relevant about fixed costs, variables and proposed payment method.

4	B	Tender and Contract Award Acknowledgement Certificate	Complete ALL sections in full, sign, stamp and submit
5	C	DRC General Condition of Contract for Purchase	Duly Signed and stamped (Mandatory)
6	D	DRC Supplier Code of Conduct	Duly Signed and stamped (Mandatory)
7	E	DRC Data Protection Terms and Conditions	Duly Signed and stamped (Mandatory)
8	F	Contract Special Terms and Conditions	Duly Signed and stamped (Mandatory) To be signed and stamped as a confirmation and acceptance of the TOR, and submit in the technical bid envelope.
9	G	List of Targeted Areas	Duly Signed and stamped (Mandatory)
10	J	Acknowledgment of Usage Acceptance of NGO Identification Forms	Complete ALL sections in full, sign, stamp and submit (Mandatory)
11.	N/A	<ol style="list-style-type: none"> Valid company's registration document Valid Tax Card Valid Zakat Card Valid Social Insurance Card Valid Work permits and clearance from the concerned authorities in Yemen to work for Cash transfer (Valid Work/Profession Permit) 	Submit in the Technical bid envelope (Mandatory)
12.	N/A	Company's profile	Not limited to : Reference document shows past experience in similar services, including number and location of the company's HQ and branches. Submit in the Technical bid envelope
13.	N/A	Previous contracts for Similar Service / Certificates	Reference document copy of previous contracts for similar services, within the last 3-5 years. Submit in the Technical bid envelope (Mandatory)
15.	N/A	Proof of financial capacity	<p>Copy of external document to prove the company financial statement such as recent updated bank statements and auditors report for the last past 3 years and other external document to prove financial capacity status. Signed and stamped and to be Submitted in the Technical bid envelope (Mandatory)</p> <p>Note: Bidder have to submit the following in the technical envelope:</p> <ul style="list-style-type: none"> External Audits report; showing the company's financial statement indicating the company's turnover for the past 3 years 2019, 2020, 2021. Recent bank statements for the last past 3 years 2019, 2020, 2021.
16	G	Reference List	List of past and current clients including INGOs/NGOs using the company's services, with contact details of the mentioned clients for the last 3-5 years. Complete ALL sections in full, sign, stamp and submit in the technical bid envelope.
17	H	Standard Purchase Agreement template	To be signed and stamped as a confirmation and acceptance of the template, submitted in the technical bid envelope.

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, DRC will give a weighted combined technical and financial score. The weighted score will determine the contract award.

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

In the technical evaluation, bids will be evaluated using, the criteria outlined in section III. **3. TECHNICAL REQUIREMENT FOR SERVICE**, and points will be allocated in the scale from 1 to 10 for each of the technical criteria.

All bidders must obtain an average score of at least 6.5/10 (65%) in each of the criteria , and must score at least 6.5/10 (65%) overall technical score, in order to proceed to the financial evaluation.

C. Financial Evaluation

All bids that pass the Technical Evaluation will proceed to the Financial Evaluation where the technical score will be weighed against the financial bid, as disclosed in **Annex A.2: Financial Proposal**. **Bids that are deemed technically non-compliant will not be financially evaluated.**

V. 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

VI. 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 and CCY members will consider only those portions of the bids received prior to the closing date and time specified.

The following documents shall be contained with the bid:

Tender & Contract Award Acknowledgment Certificate (Annex B), the Technical Proposal, the Financial Proposal plus any other documents that could provide relevant information to your offer.

Bids not received before the indicated time and date as set forth on page 1, or delivered to any other email 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.2
- The Technical Bid shall contain all other documents required by the tender as mentioned in section A. Administrative Evaluation, **but excluding any pricing information**

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

RFP No.:
DRC/RFP/PA/30032023/FI/FSP/SAH
TECHNICAL BID
Bidder Name:

RFP No.: **DRC/RFP/PA/30032023/FI/FSP/SAH**
FINANCIAL BID
Bidder Name:

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

RFP No.: **DRC/RFP/PA/30032023/FI/FSP/SAH**
DRC Main office,
Faj Attan, next to Haddah Post Office
Sana'a,
Yemen

B. Email submission

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

tender.yem@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 the email contains
 - The financial bid shall only contain the financial bid form, Annex A.2

- 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 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.

VII. SUBMISSION OF SAMPLES

N/A.

VIII. 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 and YER. no other currencies are acceptable.

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 initialised 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 authorised 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 **120** days specified in the RFP 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.

IX. 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, quantity 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.

X. 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 or goods. 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 authorised 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.

XI. 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.

XII. 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.

XIII. 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 utilisation 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.

XIV. 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, favouritism, 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.

XV. 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.

XVI. WITHDRAWAL/MODIFICATION OF BIDS

Requests to withdraw a Bid after the Bid Closure Time shall not be honoured. 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.

XVII. LATE BIDS

All Bids received after the RFP closure will be rejected.

XVIII. 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.

XIX. CONDITIONS OF CONTRACT

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

XX. 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 qualitative 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 programme or project announced.

XXI. QUERIES ABOUT THIS RFP

For queries on this RFP, please contact the Supply Chain Department via: yem-ads@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://drc.ngo/relief-work/procurement-in-drc> and <https://yemenhr.com/tenders>.

XXII. RFP DOCUMENTS

This RFP document contains the following:

This covering Letter ; 01 RFP-DRC-RFP-PA-30032023-FI-FSP-SAH Provision of Cash Transfer Service.

02 Annex_ A.1.a Technical Proposal Guidance.

03 Annex _A1.b Pricing Structure Template.

04 Annex A.2 – Financial Proposal.

05a- Annex A2a LOT 1-Financial Bid Form.

05b- Annex A2b LOT 2-Financial Bid Form.

06 Annex B Tender and Contract Award Acknowledge Certificate.

07 Annex C DRC General Conditions of Contract.

08 Annex D, Supplier Code of Conduct - English Arabic.

09 Annex E DRC Data Protection Terms and Conditions.

10 Annex F - Term of Reference for CTS_EG.

11 Annex G List of Target Areas.

12 Annex H References.

13 Annex I Bidder Check List.

14 Annex J Acknowledgment of Usage Acceptance of NGO Identification Forms.

15 - Annex K Supplier Profile & Registration Form Standard-Template.

16 Annex L CT Procurement 20_Purchase Agreement Contract- SERVICES (Standard-Template).

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

Supply Chain Tendering Department
Danish Refugee Council (DRC) – Yemen

Tender and Contract Award Acknowledge Certificate

This attachment shall be signed and submitted with the Bid

1. In compliance with the RFP Instructions and General Conditions of Contract for the Procurement of Goods, we the undersigned, offer to furnish some or all of the items quoted for, at the prices entered in the attached DRC Bid Form No **[DRC/RFP/PA/30032023/FI/FSP/SAH]**, delivered to the destination specified therein.

2. We accept the terms and conditions set forth in the RFP Letter) and the following requirements have been noted and will be complied with where applicable:

a. We confirm that for any offer made where the delivery destination is not as requested in the RFP, that DRC reserves the right to disregard the offer.

b. That conditional Bid's cannot be accepted.

c. That the currency of the Bid should be in USD

d. DRC reserves the right, at its own discretion:

i. To award a contract for a lesser or greater quantity than the total quantity Bid for.

ii. To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder.

e. Successful Bidders who are awarded contracts will be notified by the receipt of the original Purchase Order/Contract and acknowledgement copy. In case of urgency successful Bidders(s) may also be notified by email.

f. Any samples requested, either with the Bid, or at a later date, will be in accordance with the specifications of the required item(s). Failure to comply with this may result in the Bid not being considered

g. We confirm that the validity of this offer is for 120 calendar days from the date of the RFP closure

h. We agree to the terms and conditions set forth in the DRC General Conditions of Contract Annex C

i. We certify that the below mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any Contracts.

j. We agree to abide by the DRC Supplier Code of Conduct as attached as Annex D

3. We note that DRC is not bound to proceed with this RFP and that it reserves the right to award only part of the Contract. It will incur no liability towards us should it do so.

We agree to the above terms and conditions.

Submitted by:

Company Name

Place

Date

Title/Position

Print Name