Request for Proposal

for the provision of
Cash Assistance/E-Card/Voucher/Cash Transfer

General Şükrü Kanatlı Mah. Atatürk Cad.
No:40 Kat:2 Antakya – Hatay / TURKEY
February 16, 2023

To:

Request for Proposal No.: **RFP-TUK-EQR-2023-001**

Important note: This tender document is not transferable

Dear Sir/Madam:

The Danish Refugee Council (DRC) has received grants from multiple donors for the response of emergency relief assistance to populations affected by the earthquake in Turkiye. Part of this assistance will be delivered through the distribution or cash and vouchers in Antakya. Therefore, the DRC requests 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	**16 FEB 2023**
2	Closing date for clarifications	**22-02-2023 15:00 hours Turkey time/ 12:00 GMT**
3	Closing date and time for receipt of proposals	**24-02-2023 15:00 hours Turkey time/ 12:00 GMT**
4	Tender Opening Location	**DRC Country Office / Turkey** **Currently - Adana**
5	Tender Opening Date and time	**24-02-2023 15:30 hours Turkey time/ 12:30 GMT**
6	Email for Clarifications	bidqueries.tur@drc.ngo
7	Email for Submission of Bids	tender.tur.eqr@drc.ngo

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 **four** lots according to the technical solution or delivery mechanism. You can bid for one, more or all of the lots:
    - **LOT 1**: Bank accounts
    - **LOT 2:** Smart cards and pre-paid cards – for cash grants POS/ATM use– through banks or non-bank FSPs
    - **LOT 3:** Delivery through an agent/over the counter (OTC) – through a formal institution acting as an intermediary – including money transfer agents and traders
    - **LOT 4:** Electronic vouchers/restricted cards redeemable with specific vendors

- This tender document is not an agreement and nor is it an offer to any party other than an invitation to submit a proposal under this **RFP-TUK-EQR-2023-001** launched on 16 Feb 2023.
- If your proposal is selected based on technical requirements, DRC would like to establish a framework agreement to provide financial services in the areas of Gaziantep, Kahramanmaras, Hatay, Adiyaman, Diyarbakir, Adana, Osmaniye, Sanliurfa, Malatya, and Kilis in Türkiye for the period of February 2023 until February 2024 further extendable for an additional 12 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 Framework agreement is not binding DRC to place any Purchase Orders. DRC will place orders to the awarded supplier(s) based on the agreement as per its requirement.
- DRC may choose to split the contract award to more than one supplier.
- DRC may choose to cancel the agreement if deemed necessary.

III. GENERAL

A. ORGANIZATIONAL BACKGROUND

DRC is providing support to displacement-affected communities in the earthquake affected areas of the Southeast of Türkiye.

B. PROJECT BACKGROUND

DRC's emergency response will focus on life saving assistance while also working on early recovery and protection support. As such, the assistance delivered through cash and/or vouchers will allow to cover basic needs (shelter, food, hygiene, communications, clothing and other items), as well as other sector specific objectives, that range from legal/documentation recovery related costs to reconstruction or transportation. By providing cash and/or vouchers DRC intends to provide choice and flexibility to participants to use as per their particular needs. This will cover DRC's program sectors: Protection, Economic Recovery, Shelter and Settlements, and other as needed.

C. TARGET AREA AND MODALITY

DRC intends to provide cash assistance in form of bank transfers, pre-paid cards (for POS/ATM use or in the form of electronic vouchers) and cash delivered over the counter/through agents.

This request for proposal is seeking bids specifically for the implementation of delivery mechanisms listed in section **II. IMPORTANT INFORMATION REGARDING THIS RFP** and classified as Lots.

D. ESTIMATED AMOUNTS TO BE DISTRIBUTED

The projections of the amounts to be distributed indicated in this section are valid for all lots.

Estimated annual expenditures in USD	3,000,000 – 6,000,000

The figure(s) referenced in this section are reliant on DRC securing funding for 2023 and are an estimate based on the current / proposed funding levels and operational capacity. All figures are best estimates and could be significantly higher or lower and does not commit the DRC in any way to commit these amounts (this applies to financial volume and to beneficiary numbers).

As the geographical location of beneficiaries is subject to change, DRC 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 to exercise this right, the pricing structure shall clearly set out the tiered billing arrangements as required in Appendix A.1.a Pricing Structure and **Appendix A.2 Financial Proposal**.

E. TECHNICAL REQUIREMENT FOR SERVICE

DRC 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 and the targeted population (Turkish nationals, Syrian refugees, other nationalities)
	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 participants 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 (such as having mobile branch units in earthquake affected areas)
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 and required transfer value 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, especially regarding KYC requirements for the different affected populations (Turkish Nationals, Syrian refugees, other nationalities)
	Relevance to programme objective	Providing services that respond to DRC sectors of intervention and programme objectives (including multisectoral)
	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 Framework 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 and that contribute to the national recovery efforts

3. Quality of Support & Other Services	To DRC: • Reporting • Technical support • System access/oversight • Platform • Monitoring and follow-up • Staff capacity-building • Focal Point/ Contact Number	Providing online platforms to manage and monitor distributions Providing efficient, reliable and integrated reporting systems Providing efficient, reliable and integrated monitoring systems Providing initial and ongoing training and staff capacity building with respect to the provision of the service Providing a high quality and reactive technical support, especially in case of provided services to ensure timely problem solving Providing a system that is directly accessible and manageable by DRC itself
	To End-User: • User experience / support • Troubleshooting • Accountability mechanism	Providing training or capacity building to users on the delivery mechanism and related technology Providing efficient, accessible and inclusive accountability mechanism for beneficiaries
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 and compliant with national GDPR
	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 (PLEASE DO NOT INCLUDE ANY FINANCIAL INFORMATION HERE)	Fixed, Marginal and Other Costs – for each party (incl. recipient)	
	Variables (scale, distance, security, currency/exchange rates, *ex ante/ex post* transfer etc.)	
	Proposed payment method, schedule	
	Other relevant information	

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 SERIVCE**, 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
1	**FSP General Capacity**	20%
2	**Delivery Mechanism(s) Specific Information**	40%
3	**Support & Other Services**	15%
4	**Risk Identification, Mitigation and Response**	10%
5	**Pricing Structure (technical aspects only)**	15%

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. Documents listed below shall be submitted with your bid.

#	Annex #	Document	Instructions
1	A1 Lot 1 to 4	Technical Proposal, addressing the technical specifications described in section III.E. TECHNICAL REQUIREMENT FOR SERVICE and section IV. SELECTION AND AWARD CRITERIA.	Complete All Technical Information required and provide supporting document as reqired based on Technical Lot 1 to Lot 4
2	A1.a	Pricing Structure	Complete ALL sections in full, sign, stamp and submit
3	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.
4	B	Tender and Contract Award Acknowledgement Certificate (include in this cover letter)	Complete ALL sections in full, sign, stamp and submit
5	C	Information Notice	Complete ALL sections in full, sign, stamp and submit
6	D	DRC General Conditions of Contract for the Procurement of Goods or Services / Special Conditions of Contract/ Construction Contract	Complete ALL sections in full, sign, stamp and submit
7	E	DRC Supplier Code of Conduct	Complete ALL sections in full, sign, stamp and submit
8	F	References	Complete ALL sections in full, sign, stamp and submit

9	G	Supplier Profile and Registration Form	Complete ALL sections in full, sign, stamp and submit
10		Financial and Professional capability record with financial annual turnover reports for at least last two years	Submit (Bidder's template is acceptable)
11		Certificate of Registration (e.g. Tax Registration Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations) of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation	Submit
12		An ID document providing information about supplier´s key individuals (controlling interest of more than 50%), with a minimum of having a name, last name, gender and date of birth of relevant person(s) on the document, having additional information such as citizenship/nationality and place of birth is desirable for reducing potential false positives	Submit (Copy of ID card or Passport will be sufficient)

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 above sections of the RFP. A Bid is deemed to meet the criteria if 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.

In the technical evaluation, bids will be evaluated using, inter alia, the four 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 5/10 in each of the four criteria and at least 5/10 (50%) for the total 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 weighted 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 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, 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 proposal.
- 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.:RFP-TUK-EQR-2023-001
TECHNICAL BID
Bidder Name:

RFP No.: RFP-TUK-EQR-2023-001
FINANCIAL BID
Bidder Name:

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

RFP No.: RFP-TUK-EQR-2023-001
Currently:
Hotel RIVA Resatbey
Resatbey Mah. Adalet Cad No. 20. Seyhan/Adan

B. Email submission

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

tender.tur.eqr@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 proposal.
  - 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. 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**. No other currencies are acceptable. **The payment will be done in TRY as per the exchange rate of the Central Bank of Turkey at the date of the Invoice.**

C. Language

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

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 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.

VIII. 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.

IX. 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 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.

X. 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.

XI. 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.

XII. 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 confidentially 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 confidentially 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.

XIII. 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 https://pro.drc.ngo/where-we-work/, or via DRC's Code of Conduct Reporting Mechanism: https://pro.drc.ngo/code-of-conduct/ . Reports of suspected corruption can also be reported directly to DRC HQ at c.o.conduct@drc.ngo.

XIV. 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.

XV. WITHDRAWAL/MODIFICATION OF BIDS

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

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.

XVI. LATE BIDS

All Bids received after the RFP closure will be rejected.

XVII. OPENING OF THE RFP

The Tender Opening will take place at the time and location stated above. Due to emergency the tender/bids will be open by DRC tender committee members without the presence of bidder.

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.

XVIII. 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.

XIX. 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 programme or project announced.

XX. QUERIES ABOUT THIS RFP

For queries on this RFP, please contact the Procurement Manger, bidqueries.tur@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 who had submitted, or for open tenders published at DRC official tender website:

XXI. RFP DOCUMENTS

This RFP document contains the following:

1. This covering Letter
2. Annex A.1: Technical proposal guidance
3. Annex A1.a - Pricing Structure
4. Annex A.2: Financial proposal template
5. Annex B: Tender and Contract Award Acknowledgment Certificate (Include in this cover letter)
6. Annex C: Information Notice
7. Annex D: DRC General Conditions of Contract for the Procurement of Goods or Services / Special Conditions of Contract/ Construction Contract
8. Annex E: DRC Supplier Code of Conduct
9. Annex F: References
10. Annex G: Supplier Profile and Registration Form

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

ANNEX B

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 **RFP-TUK-EQR-2023-001,** 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 or 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 ___90____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 for the Procurement of Services.

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

Signature

A duly authorized company representative

Company Stamp