

# Request for Proposal



Danish Refugee Council  
Plot No: 381 / Block No. 9, Burri Al Lamab, Manshia  
Khartoum - Sudan

12<sup>th</sup> February 2023

To: All Interested Service providers

## **Request for Proposal No. SDN-KRT-2023-002 for Provision of Internet Services for DRC Sudan Khartoum Office, Kadugli & Gadref and Darfur for the 24 months under a Framework Agreement**

Dear Sir/Madam:

The Danish Refugee Council (DRC) has received grants from several donors for the implementation of humanitarian aid operations. For the smooth running of the operation, provision **Internet Services** are required for DRC Sudan Khartoum Office, Kadugli & Gadref and Darfur for the 24 months under a Framework Agreement which have been separated as 5 (five) lots

- Lot 01. Khartoum**
- Lot 02. Gedaref**
- Lot 03. Kadugli**
- Lot 04. Nayala**
- Lot 05. Zalingi**
- Lot 06. Gennia**

Therefore, the DRC requests you to submit price bid(s) for the provision of internet services and supply of item for installation of internet equipment (s) listed on the attached DRC **Bid form Annex A.1 – Bid Form (Technical) and Annex A.2 – Bid Form (Financial) should fully complete, please note that each LOT is independent from one another. Interested Bidders can bid for either one (1) Lot or for all five (5) Lots.**

### **I. TENDER DETAILS**

The Tender details are as follows:

<b>Line</b>	<b>Item</b>	<b>Time, date, address as appropriate</b>
1	RFP published	Date 16 <sup>th</sup> March ,2023
2	Technical brief session (attendance optional)	Date: 22 <sup>th</sup> March – Time: 2:00 PM Sudan Local Time– in Khartoum office
3	Closing date for clarifications	Date: 27 <sup>th</sup> March 2023– Time: 04:00 PM Sudan Local Time
4	Closing date and time for receipt of Tenders	Date: 30 <sup>th</sup> March 2023 – Time: 04:00 PM Sudan Local Time
5	Tender Opening Location	Danish Refugee Council office Plot No: 381 / Block No. 9, Burri Al Lamab, Manshia Khartoum – Sudan
6	Tender Opening Date and time	Date: 2 <sup>nd</sup> April 2023 – Time: 02:00 PM Sudan Local Time

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

**II. IMPORTANT INFORMATION REGARDING THIS RFP:**

- This RFP was launched for the purpose of establishing a service contract with an Internet Service Provider (ISP) for Provision of Internet Services for DRC Sudan Khartoum Office, Kadugli & Gadref and Darfur for the 24 months under a Framework Agreement with the possibility of 12 months extension.
- A Framework Agreement (FWA) is an agreement with a single supplier (or group of suppliers) to establish terms governing contracts that may be awarded during the period of the FWA. DRC, as contracting authority, does not guarantee any volume of orders under FWAs as all purchases will be based on the needs and activities of DRC.
- A Framework agreement is not binding DRC to place any Purchase Orders. DRC will place orders to the awarded supplier based on the agreement as per its requirement.
- DRC may choose to cancel the agreement if deemed necessary.
- DRC may choose to split the contract award to more than one supplier.
- DRC may terminate the contract or impose other penalties if a supplier fails to deliver items within the specified period.
- All supplies shall be delivered as per DDP INCOTERMS 2020 to DRC office in Khartoum, Gadaref, Kadguli, Darfur, Zalingi, Nayala & Genina in SUDAN.
- No advance payment will be paid to the awarded supplier.
- The awarded supplier is expected to mobilize its own resources to deliver the agreed material

**III. SELECTION AND AWARD CRITERIA**

The selection and award criteria are unique to all tenders. The evaluation process consists of three stages: 1) Administrative, 2) Technical and 3) Financial. Each stage requires information and documents from the bidder that will determine whether the bidder will progress to next stage or not. 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).*

For all bids deemed technically compliant as per the specification stipulated in Annex A1 and Annex F– Statement of Works, DRC will give a weighted combined technical and financial score. The weighted score will determine the contract award.

**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.	A.1	Bid Form – Technical	Complete ALL sections in full, sign, stamp and submit in the <b>Technical bid envelope (Mandatory)</b>
2.	A.2	Bid Form – Financial	Submit the <b>Financial bid envelope (Mandatory)</b>
3.	B	Tender and Contract Award Acknowledgement Certificate	Complete ALL sections in full, sign, stamp and submit in <b>Technical bid envelope (Mandatory)</b>
4.	C	DRC General Conditions of Contract	Reference documents: Read and familiarize <b>(will be required at the signing of contract)</b>
5.	D	Supplier Code of Conduct	Reference documents: sign, stamp and submit signed and stamped copy in <b>Technical bid envelope (will be required at the signing of contract)</b>

6.	E	Supplier Profile and Registration Form	Complete ALL sections in full, sign, stamp and submit in <b>Technical bid</b> envelope (Not applicable for suppliers who are registered with DRC supplier list)
7.	F	Statement of works	Provide a technical proposal align with the requirements defined in the SOW and the annex A.1 bid form - <b>Technical (Mandatory)</b>
8.	G	Customer's reference List	Complete ALL sections in full, sign, stamp and submit in the <b>Technical bid</b> envelope ( <b>Mandatory</b> )
9.	H	Template of DRC Service Agreement	Just an example to clarify to bidders the type of agreement to be signed with the awarded bidder and not to be submitted with your bid.
10.	I	Valid company's registration document Valid Tax Card	Submit in the <b>Technical bid</b> envelope ( <b>Mandatory</b> )
11.	J	Company's profile	Provide information regarding the company capacities: number of offices (HQ and branches) and location address. Submit in the <b>Technical bid</b> envelope.
13.	K	Previous experience for Similar Service	Provide atleast 3 experiences for similar services that can be verified, within the last 5 years. Submit in the <b>Technical bid</b> envelope ( <b>Mandatory</b> )
14.	L	Proof of financial capacity	Copy of external document to prove the company financial statement such us recent updated bank statement, auditors report for the last past 3 years or any other external document to prove financial capacity status. Submit in the <b>Technical bid</b> envelope ( <b>Mandatory</b> )

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

**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.

The criteria for the tender are stipulated in Annex A1 – DRC Bid Form.

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.	Experience in similar services– including the provision of required service to International NGOs in whole of Sudan	25%
2.	Company's Financial Capacity	20%
3.	Demonstrate in your technical proposal; your standard service level Agreement (SLA), and Technical capacity of support team	30%
4.	Monitoring of Traffic and Access <ul style="list-style-type: none"> <li>The existence of NMS/portal site for traffic monitoring and access to raw log files that will be shared with, or access granted to DRC IT/focal persons.</li> </ul>	15%

	Demonstrated ITSM ticketing login system for raising trouble tickets and link monitoring, provide with a hardcopy of traffic monitoring access to logfiles. Provide data of duration of five (5) days within the last month before the bid submission	
5.	The Contractor will provide the service via Optical fiber or VSAT. The speed of services must be 10Mbps with 99.9% uptime. The service provider must provide 4 Public Internet Protocol (IPv4) addresses, the public IPs must re-routable, encryption equipment on the circuit, and unfiltered access to the Internet without blocking the firewall.	10%
<b>DRC will use the Scoring method to technically evaluate each of the above criteria, bids must score 50% or above for each of the criteria weighted score in order to pass to the technical evaluation</b>		

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

**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.

**IV. TENDER PROCESS**

The following processes will be applied to this Tender:

- Tender Period
- Tender Closing
- Administrative Tender Opening
- Administrative Evaluation
- Technical Evaluation
- Financial Bid Opening
- 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 **DRC Bid Form (Annex A.1 and A.2)**.

Beyond the DRC Bid Form, the following documents shall be contained with the bid:

- **Tender & Contract Award Acknowledgment Certificate (Annex B), and the Supplier Profile and Registration form (Annex E), plus any other documents required.**
- **Valid company's registration document**
- **Valid Tax Card**
- **Company's profile shows past experience in similar Supplies and general supplies and services.**
- **DRC General Conditions of Contract (Annex C)**
- **Supplier Code of Conduct (Annex D)**
- **Statement of works (Annex F)**
- **Reference List (Annex G)**
- **Copy of previous contracts for similar supplies or works within the last 3-5 years**

- **Copy of external documents to prove financial capacity of the company, such as updated bank statements and/or auditors reports for the last 3 years.**
- **Financial capacity**

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.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:

<p><b>RFP No.: SDN-KRT-2023-002</b> <b>TECHNICAL BID</b> Bidder Name:</p>
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<p><b>RFP No.: SDN-KRT-2023-002</b> <b>FINANCIAL BID</b> Bidder Name:</p>
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Both envelopes shall be placed in an outer **sealed** envelope, addressed and delivered to:

**RFP No.: SDN-KRT-2023-002**  
Danish Refugee Council (DRC)  
Khartoum office  
Plot No 381, Block No 9  
Buri Al Lamab, Manshia Al Manshiya  
Khartoum, Sudan  
Phone # 930016231

**Note: Technical and Financial Bids must be separated into two separate sealed envelopes and any technical and financial bids submitted not in separated sealed envelopes, will be rejected and excluded**

**B. Email submission**

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

[tender.sdn@drc.ngo](mailto:tender.sdn@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.**

**VI. SUBMISSION OF SAMPLES**

Not Applicable

**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/SDG**. If suppliers do not have USD account or any reason he cannot collect USD then **DRC will pay in SDG based on the Blue Nile Mashreq Bank daily exchange rate on the date of payment**. 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 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 [www.drc.dk/where-we-work](http://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](http://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](mailto:c.o.conduct@drc.dk).

#### **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. 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.

#### **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.

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, [Muhammad.shoaib@drc.ngo](mailto:Muhammad.shoaib@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: **Sudan HR/ Tendering website “[www.Sudanhr.com](http://www.Sudanhr.com)” and DRC website <https://drc.ngo/reliefwork/procurement-in-drc>.**

#### **XXI. RFP DOCUMENTS**

This RFP document contains the following:

1. Annex A.1: DRC Bid Form -Technical bid.
2. Annex A.2: Bidding Form- Financial bid
3. Annex B: RFP Invitation letter & 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: Statement of works
8. Annex G: Reference List
9. Annex H: Template of DRC Service Contract Agreement Just an example to clarify to bidders the type of agreement to be signed with the awarded bidder and not to be submitted with your bid.

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 Manager**

**Danish Refugee Council (DRC) – Sudan**

**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 **SDN-KRT-2023-002** 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. That unless otherwise stated, the Bids per each line item shall be on a DDP (Incoterms 2020).
  - b. 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.
  - c. That conditional Bid's cannot be accepted.
  - d. That the currency of the Bid should be in **USD/SDG** if suppliers do not have USD account or any reason he cannot collect USD then DRC will pay in SDG based on the Blue Nile Mashreq Bank daily exchange rate on the date of payment
  - e. 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.
  - f. 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.
  - g. 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
  - h. We confirm that the validity of this offer is for 90 calendar days from the date of the RFP closure

- i. We agree to the terms and conditions set forth in the DRC General Conditions of Contract for the Procurement of Goods
  - j. 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.
  - k. 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:**

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**Company Name**

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**Place**

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**Date**

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**Title/Position**

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**Print Name**

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**Signature**

A duly authorized company representative

Company Stamp