

**International Rescue Committee**

**(Humanitarian Program)**

**Request for Proposal (RFP)**

**RFP Reference No: IRC AFG-00410**

**Simple Supply Agreement (SSA)**

**Provision of Saplings (Peach and Lemon)**

**Nangarhar and Laghman Provinces of Afghanistan**

|  |  |
| --- | --- |
| **Planned Timetable** | |
| **Issued ITT** | *January 17, 2018* |
| **Advertise ITT** | *January 17, 2018* |
| **Questions from Supplier due date** | *January 29, 2018* |
| **Deadline for Submission** | *February 01, 2018* |
| **Evaluation of RFP** | *February 08, 2018* |
| **Supplier Visit & Sample Check** | *February 14, 2018* |
| **Award of Contracts** | *February 18, 2018* |
| **Contract Start** | *February 18, 2018* |

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# INTRODUCTION

# The International Rescue Committee.

The International Rescue Committee, hereinafter referred to as “the IRC”, is a non-profit, humanitarian agency that provides relief, rehabilitation, protection, resettlement services, and advocacy for refugees, displaced persons and victims of oppression and violent conflict. The Humanitarian Program *supports communities affected by conflict or natural disasters through WASH, livelihoods, protection and emergency response projects. Provision of safe drinking water (drilling of new bore wells, new pipe schemes and upgrading of existence pipe scheme to solar systems, construction of sanitation facilities to the MRRD standards) hygiene promotion, skill trainings, food security, farmers capacity building, rehabilitation of the irrigation structures, prepositioned stock of NFIs and emergency shelter for the emergency management and construction of DRR infrastructures are the main program activities.*

# The Purpose of this Request for Proposal (RFP)

It is the intent of this RFP to secure competitive proposals to select a Potential, Reliable and Committed Supplier for the International Rescue committee for provision of **Saplings (Peach and Lemon)** for IRC **Nangarhar and Laghman** Programs Therefore, IRC Afghanistan is calling on all eligible and potential Suppliers that are qualify, Professional and are technically and financially competent for the provision and delivery of aforementioned supplies as indicated in **ANNEX – B** to submit their sealed proposals as per the outlined criteria set forth in this RFP.

The winning bidder(s) will enter into a one-off contract with IRC. Bidders shall be domiciled and must have complied with all Host Government legal set forth Regulations to operate in **Afghanistan** and a regular tax payer to offer such services as specified in the tender and shall furnish copy of its operating license/certificate of registration valid for the fiscal year **2017 and possibly 2018**. The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices.

# Cost of Bidding

The Bidder shall be responsible for all costs associated with the preparation and submission of its bid, and IRC hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

##### THE BIDDING DOCUMENTS:

|  |
| --- |
| *The Bidding documents comprise of the following documents:*   * *The Request for Proposal – RFP (applied to this document);* * *Supplier Information Form and Conflict of Interest Form Annex A* * *Supply and Price Sheet Annex B* * *Intend to Bid Annex D* |

# The Bidding Documents

The Bidder is expected to examine all instructions, forms, **terms** and **specifications** in the bidding documents prepared for the selection of authorized Service Provider or Contractor. Failure to furnish all information required as per the bidding documents or to submit a bid not substantially responsive to the bidding document in every respect will be at the Bidder’s risk and may result in bid rejection.

# Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify in writing at the [AF-Tender@rescue.org](mailto:AF-Tender@rescue.org). The request for clarification must reach the purchaser not later than **(January 29, 2018**). The Purchaser will respond by e-mail providing clarification on the bid documents on the **(January 30, 2018).** Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be communicated to all prospective Bidders, who had received the bidding documents.

##### III. PREPARATION OF BIDS:

# Language of Bid

The bid and all relative correspondence and documents exchanged between the bidders and the Purchaser shall be written in **English language only.** Any printed literature furnished by the bidder and written in another language must be accompanied by an English translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the English translation shall prevail. Any translations must be performed by a licensed translator as recognized and notarized by the Courts and Government of Afghanistan.

# Documents Comprising the Bid

The submitted bid must include the following information. Failure to supply all requested information or comply with the specified formats may disqualify the bidder from consideration.

|  |
| --- |
| * *A Bid detailing the unit price only in the Annex B sheet given for the purpose;* * *Certificate of Business registration or Trading License in Afghanistan* * *Profile of the dealer (any experience with the relevant supplies)* * *Tax payers documents in Afghanistan (TIN)* * *Bank details /Financial capabilities recent bank statement copy* * *Cover letter explaining interest to be a contracted vendor or supplier* * *Three (3) References from current or past clients (at least in the last one year)* * *Passport/National ID of business owner/Board of directors/Sales Persons* * *Passport/National ID of sub-contracting owner if involved in the provision* * *Supplier Information form, completed and signed* * *IRC Conflict of Interest and Supplier Code of conduct, completed and signed* * *Intent to bid form, completed and signed* * *Other important document bidder feel need to be attached to support their bid.* |

# Bid Prices & Price Changes

For the purpose of selecting a Supplier and executing the Simple Supply Agreement, the Bidder shall clearly indicate the unit price of the goods they want to supply. All unit prices shall clearly be indicated in the space provided in the price schedule **Annex B of this RFP**. The Bidder must sign and officially stamp the price schedule and entire RFP pages before submitting the sealed envelope.

The provided price in **Annex B** will remain unchangeable during the period of contract. Prices given includes transportation, to both IRC Afghanistan locations outlined in the RFP.

# Bid Currencies

* All rates and amounts entered in the Bid Form and Price Schedule and used in any documents, correspondence or operations pertaining to this tender shall be expressed in local currency ***Afghani (AFN)***

# Document Establishing service Eligibility and Conformity to Bidding Documents

Pursuant to Clause 8, the bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of services, which the Bidder proposes to supply under the Contract.

The Documentary evidence of the services’ conformity to the Bidding Documents may be in the form of technical specifications, literature, drawings, data (tables, graphs etc.), and shall furnish:

* A detailed description of the supply’ essential technical and performance characteristics.
* A **clause-by-clause** commentary on the Purchaser’s Technical Specifications demonstrating the supplies’ substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

# Bid Security

For the Purpose of This Tender or SSA Process, Bid Security or Bond is not applicable.

# Period of Validity of Bids

Bids shall remain valid **for 90 working days** after the date of bid opening prescribed by the Purchaser, a bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the Purchaser may request the Bidders to extend the period of validity. The request and the responses thereto shall be made in writing by letter or e-mail. A bidder agreeing to the request will not be required nor permitted to modify his bid.

# Format and Signing

The original bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. Financial proposal pages of the bid shall be initialed by the person or persons signing the bid and stamped with the company seal.

Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

The bidder shall include a cover letter in their proposal. The content of the cover letter shall include the following information:

* A table containing bid offer: item description, unit price
* Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 90 working days).

##### SUBMISSION OF BIDS

# Submission and Marking of Bids:

Bidder shall submit sealed bid clearly marked **(RFP IRC AFG-KBH-00410)** SSA **Supply of Saplings (Peach and Lemon)** for **Nangarhar and Laghman Provinces** **to:**

(IRC Office Kabul Taimani, Street # 4, House, # 34 district No 10 Kabul

No later than **February 01, 2018, 3:00 pm.** All bids are to be put in to the box provided for the purpose. Bids submitted after the deadline will not be accepted.

**Bidders must sign the bid register form at the reception of the office indicating their company name, telephone number, email address, date of submission. Intend to bid form shall also be filled signed and be put along with the sealed bids.**

# Format

The Bidder’s proposal shall comprise of technical proposal and financial proposal, in sealed envelopes.

# Modification and Withdrawal of Bids

The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched. No bid may be modified after the deadline for submission of bids.

##### BID OPENING AND EVALUATION

# Preliminary Examination

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether bids are generally in order.

# Evaluation and Comparison of Bids

Bids determined to be substantially responsive as per section 7 above will be considered for the evaluation process with the below scoring criteria.

|  |  |  |
| --- | --- | --- |
|  | **Description** | **Weight (%)** |
| **Delivery Time/Availability** | (1) Supplier has the ability to deliver all supplies to the field sites within 1 week as soon as contract is signed  (2) Supplier has to provide the evidence of having a proper stock which could prove the availability of the saplings | 15% |
| **Past Experience** | 1. Attach copies of Purchase Order (PO) or Contracts for similar or other potential supplies delivered to other clients  2. Up to three copies of most recent purchase orders completed for other clients) | 15% |
| **Eligibility to offer bid** | 1- Supplier owns his/her own shop or company registered with authorized local government authorities  2. Bid should have 90 days validity from the date submitted | 5% |
| **Specification**  **Sample and Quality** | 1) The bidder shall provide the offer in compliance with the set-forth criteria outlined in ANNEX B  2) The supplier shall provide samples of the lemon and peach varieties mentioned in the ANNEX B | 30% |
| **Financial proposal** | Offer as per Price list is competitive | 30% |
| **Payment Terms** | Offers 30 Days credit for payment after receipt of invoice and delivery report either by bank wire or cheque | 5% |
|  |  | **100%** |
| **INFORMATION Table to be filled by Supplier:** | | |

|  |  |
| --- | --- |
| Percent (%) of available stock same supplies with the supplier right now? | (Percentage ) |
| Number of branch offices Supplier has in Kabul and Provinces of Afghanistan? | (Number and name of locations) |
| How long it takes Supplier to deliver all supplies to designated site of IRC as soon as contract is placed? | (Mention no of days ) |
| No of technical professional staff working with the company? | (List no of technical and skilled Staff) |
| Supplier submitted Signed and Stamped Proposal in sealed envelope? | ( mention here) |
| Supplier confirms payments will be made after complete delivery of within 30 calendar days? | (Mention here if agreed) |
| Supplier confirms delivery of supplies will be made according to the selected samples. | (Mention here if agreed) |

# Contacting the Purchaser

Subject to Clause 5, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded or selected authorized service provider or contractor is announced.

# Notification of Award

Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing or where necessary by phone that his/her bid has been accepted and, selected for Simple Supply Agreement for the specific goods and/or services. At this stage IRC may also choose to negotiate with the selected bidder to finalize the offer.

##### CONTRACTING

# Contract award and notification

The Purchaser will award the Contract to the notified successful Bidder(s) whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid considering price/performance factors, provided further that the Bidder is determined to be qualified to enter into Simple Supply Agreement and perform its obligations satisfactorily.

# Price Schedules and Location

Vendors interested in the provision of Goods and/or services outlined in **Annex B** to IRC Country office should NOTE that all categories apply to all IRC Offices.

List of Goods and Services for Simple Supply Agreement as per below Categories is attached

# Disclaimer

The Purchaser reserves the right to alter the dates of the timetable.

The Purchaser does not bind itself to accept the lowest or any proposal.

# Ethical Operating Standards

The IRC Way: Standards for Professional Conduct (“The IRC Way”), the IRC’s Code of Conduct and IRC’s combating Trafficking in Persons Policy. The IRC Way provides three (3) core values - Integrity, Service, and Accountability – and twenty-two (22) specific undertakings.

The IRC Way provides, inter alia, that IRC does “not engage in theft, corrupt practices, nepotism, bribery, or trade in illicit substances.” IRC’s procurement systems and policies are designed to maximize transparency and minimize the risk of corruption in IRC’s operations.

IRC requests that a supplier (i) informs IRC upon becoming aware that the integrity of IRC’s business has been compromised during the RFP process, and (ii) report such events through IRC’s confidential hotline, Ethics point, which can be accessed at [www.ethicspoint.com](http://www.ethicspoint.com) or via toll–free phone call (866) 654–6461 in the U.S., or collect a call (503) 352–8177 outside the U.S.

# ANNEX – A: Supplier Information Form

|  |  |
| --- | --- |
| Company Name |  |
| Any other names company is operating under (Acronyms, Abbreviations, Aliases) |  |
| Previous names of the company |  |
| Address |  |
| Website |  |
| Phone/Fax Numbers | Phone: Fax: |
| Primary Contact | Name: Phone Number:  Email Address: |
| # of Staff |  |
| # of Locations |  |
| Avg. $ Value of Stock on Hand |  |
| Name(s) of Company Owner(s) or Board of Directors |  |
| Parent companies, if any |  |
| Subsidiary or affiliate companies, if any |  |

**Financial Information**

|  |  |
| --- | --- |
| Bank Name and Address |  |
| Name under which company is registered at bank |  |
| Payment Terms | Payment By: Check Yes | No Wire Transfer Yes | No |
| Specify Standard Payment Terms (Net 30) |  |

**Product/Service Information**

|  |  |
| --- | --- |
| List Range of Products/Services Offered |  |
| Basis For Pricing (Catalog, List, etc.) |  |

**References**

|  |  |
| --- | --- |
| Client Name: | Contact Name, Phone, Email Address: |
| Client Name: | Contact Name, Phone, Email Address: |
| Client Name: | Contact Name, Phone, Email Address: |

**Supplier Self-Certification of Eligibility**

Company certifies that:

**1.** They are not debarred, suspended, or otherwise precluded from participating in major donor (e.g. European Union, European and United States Government, United Nations) competitive bid opportunities.

**2.** They are not bankrupt or being wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

**3.** They have not been convicted of an offense concerning their professional conduct*.*

**4.** They have not been guilty of grave professional misconduct proven by any means that the contracting authority can justify, or been declared to be in serious breach of contract for failure to comply with their contractual obligations towards any contracts awarded in the normal course of business.

**5.** They have fulfilled obligations related to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country where the contract is to be performed.

**6.** They have not been the subject of a judgment for fraud, corruption, involvement in a criminal organization or any other illegal activity.

**7.** They maintain high ethical and social operating standards, including:

* Working conditions and social rights: Avoidance of child labor, bondage, or forced labor; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and IRC’s beneficiaries; and prohibition of trafficking in persons. For avoidance of doubt, Supplier shall not discriminate against any of IRC’s beneficiaries during the Term of this Agreement, such as, but not limited to, withholding, adversely impacting, or denying equitable access to the benefits provided through this Agreement on the basis of any factor not expressly stated in the Agreement. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the Supplier to perform its obligations under the Agreement.
* Environmental aspects: Provision of goods and services with the least negative impact on the environment.
* Humanitarian neutrality: Endeavoring to ensure that activities do not render civilians more vulnerable to attack, or bring unintended advantage to any military actors or other combatants.
* Transport and cargo: Not engaged in the illegal manufacture, supply, or transportation of weapons; not engaged in smuggling of drugs or people.

**8.** Company warrants that, to the best of its knowledge, no IRC employee, officer, consultant or other party related to IRC has a financial interest in the Company’s business activities, nor is any IRC employee related to principals or owners of the company. Discovery of an undisclosed Conflict of Interest situation will result in immediate revocation of the Company’s Authorized Supplier status and disqualification of Company from participation in future IRC procurement.

9. Supplier hereby confirms that the organization is not conducting business under other names or alias’s that have not been declared to IRC.

10. Supplier herby confirms it does not engage in theft, corrupt practices, collusion, nepotism, bribery, or trade in illicit substances.

By signing the Supplier Information Form you certify that your Company is eligible to supply goods and services to major donor funded organizations and that all of the above statements are accurate and factual.

Company Name:

Name of Representative:

Title:

Signature:

Date:

**FOR IRC USE**

**Following documents have been supplied:**

|  |  |
| --- | --- |
| Business registration or license |  |
| Articles of incorporation or similar document |  |
| Business and other NGO references |  |
| Bank statements and references |  |
| Passport / ID cards of business owners/board of directors |  |
| Financial statement (if available) |  |
| Supplier Tax Identification Number (TIN) |  |
| Passport/ID Card of Sub Contractor if involved in the provision |  |

**I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ an employee of IRC having completed and reviewed this**

**form confirm the accuracy of information provided:**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Supplier to be re-authorized one year from this date.

1. **Price List Annex B**

**Price List Table**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No | Items | Qty | Unit Cost including Tax | Total Cost including Tax | Delivery Location |
| 1 | **Lemon Variety URIKA Sapling** | **2400 Each** |  |  | **Nangarhar** |
| 2 | **Peach Sapling Variety Early Grant** | **1500 Each** |  |  | **Nangarhar** |
| 3 | **Lemon Sapling URIKA Variety** | **2400 Each** |  |  | **Laghman** |
| 4 | **Peach Sapling Variety Early Grant** | **1500 Each** |  |  | **Laghman** |
|  | | | | **Grand Total:** | |

* 1. **Terms of Reference (ToR)**

**Background:**

International Rescue Committee (IRC) Afghanistan is in the process of purchasing **Peach and Lemon Saplings** for Nangarhar and Laghman provinces. This process will go through faire bidding competition as Request for Proposal (RFP) is soliciting quotation/proposal from eligible, potential and reliable Suppliers having the capacity to supply the required saplings.

Respondents should ensure that, their quotations/Proposals are received by IRC in accordance with the instructions, terms, and conditions described in the RFP. Failure to adhere to instructions described in this RFP may lead to disqualification of a quotation from the consideration.

**Scope of Supply:**

Selected Supplier will be required to provide the unit price of each **Variety of Saplings of Peach and Lemon** will be needed in price table outlined below and the price to be given per UOM inclusive Government of Afghanistan applicable withholding tax that will be deducted from suppliers final invoice and to be deposited to Afghanistan Ministry of Finance Bank Account. The given price set in the price table will remain unchangeable during the period of the contract until the full delivery of saplings are done by the selected supplier.

**Sub-contractor:**

Supplier selected for this contract shall not deliver or award the contracted goods and associated services through a sub-contracted supplier (s) unless there is a written agreement initially made between IRC and the contractor. In the case such situation happens in writing, then contractor shall provide full detail of his/her sub-contractor (s) to IRC for further due diligence and review their background and capacity before they start the delivery of goods. Failure to correspond or disclose this approach at the time of bid submission may lead to disqualify bidder to be part of IRC evaluation criteria.

**Questions:**

Only the written answers issued by IRC will be considered official and carry weight in the RFP process and subsequent evaluation. Any verbal information received from employees of IRC or any other entity should not be considered as an official response to any questions regarding this RFP.

**Specification:**

Samples will be checked at the time IRC Supply Chain committee Conduct Supplier Site Visit Survey and all time delivery shall be made according to the selected sample.

1. Sapling should be budded.
2. Sapling should budded in own root stock.
3. If the sapling do not budded in its own root stock, in this case it should graft in standard and resistant root stock.
4. Sapling graft part should be in height 15 up to 20 CM from the soil surface.
5. The joint part of the budded and root stock should not be swelling.
6. Sapling should be straight and healthy.
7. Sapling stem diameter should be 1.5 to 2.5 CM.
8. Sapling age should be one year to two years.
9. The sapling should not be nether more strong nor more week.
10. There should not be disease and pest symptoms on the sapling.
11. Branches should be different space in the sapling stem.
12. Lemon sapling height must be 100-120 cm, peach height should 120Cm up to 150 Cm,
13. Lemon variety should be **EUREKA (without label) or FAMMINELOO (with label)** and Peach **Early Grand (with label) or FLORDAKING (with label)** variety**.** The products shall be of eastern region.
14. Lemon and peach sapling must be certified and labeled and clone should be specified.
15. Root stock should be adaptable to soil and climate of the targeted provinces.
16. Lemon and peach sapling should be healthy with a large, well developed crown.
17. Lemon and peach sapling low branching may be desired for easier fruit harvest.
18. Fruit quality, such as sweetness or ability to be transported with minimum damage.
19. Saplings should have fast growth rate.
20. Saplings Low susceptibility to (or ability to quickly recover from) disease or insect attack.
21. They are healthy, vigorously growing and free of diseases.
22. They have a robust and woody (lignified) single stem free of deformities.
23. Their stem is sturdy and has a large root collar diameter.
24. Their crown is symmetrical and dense.
25. They have a root system that is free of deformities.
26. They have a dense root system with many fine, fibrous hairs with white root tips.
27. They have a ‘balance’ between shoot and root mass.
28. Their leaves have a healthy, dark green color.
29. They are accustomed to short periods without water.
30. They are accustomed to full sunlight.

**Source/Nationality/Manufacture:** All goods and services offered in response to this RFP or supplied under any resulting award must meet the standard Criteria

Respondents may not offer or supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria.

**Supply Receipt Procedures:**

IRC will issue a Purchase Order to the best valued bidder based on the evaluation criteria in Clause 8.

**Payment Terms and Modality:**

Payment will be made either by bank transfer or cheque subject to IRC Finance department policy within 1 one calendar month as soon as final invoice and Delivery report is submitted.

**Withholding Tax:**

Pursuant to the provisions of the Government of Afghanistan Income Tax Law 2009, Article 72, effective March 2009, IRC is required to remit 2% Government Withholding tax and deposited to Ministry of Finance Tax division for supply.

**Suppliers Responsibilities:**

* Supplier providing quotation to ensure products are according to the provided specification
* Delivery to be made in Nangarhar and Laghman within 1 calendar week right after the issuance of One of Contract/Purchase Order.
* Supplier should fully read and understand the set forth criteria on the type and specification of the saplings IRC plan to procure and provide his/her quotation accordingly.
* Prices to be provided in US Dollar that should include 2% Government withholding tax
* While submitting quotation, supplier must provide their company valid business license, president and vice president copy of passport or National ID Card

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ANNEX – C: IRC Conflict of Interest and Supplier Code of Conduct**

Supplier hereby agrees that Supplier and Supplier’s employees and subcontractors, if any, shall abide by and follow all established written policies of IRC related to work conduct, including, but not limited to, The IRC Way: Standards for Professional Conduct, the IRC’s Code of Conduct, and IRC’s Combating Trafficking in Persons Policy. The IRC Way provides three (3) core values - Integrity, Service, and Accountability – and twenty-two (22) specific undertakings. Supplier acknowledges that all IRC employees and independent contractors are expected to apply these core values and follow these undertakings in carrying out work on behalf of IRC. It is a point of pride for IRC to apply these behavioral standards in IRC’s everyday operations.

**Integrity - At IRC, we are open, honest and trustworthy in dealing with beneficiaries, partners, co-workers, donors, funders, and the communities we affect.**

* We work to build the trust of the communities in which we work and sustain the trust earned by our reputation in serving our beneficiaries.
* We recognize that our talented and dedicated staff are our greatest asset and we conduct ourselves in ways that reflect the highest standards of organizational and individual conduct.
* Throughout our work, IRC respects the dignity, values, history, religion, and culture of those we serve.
* We respect equally the rights of women and men and we do not support practices that undermine the human rights of anyone.
* We refrain from all practices that undermine the integrity of the organization including any form of exploitation, discrimination, harassment, retaliation or abuse of colleagues, beneficiaries, and the communities in which we work.
* We do not engage in theft, corrupt practices, nepotism, bribery, or trade in illicit substances.
* We accept funds and donations only from sources whose aims are consistent with our mission, objectives, and capacity, and which do not undermine our independence and identity.
* We support human rights consistent with the UN Universal Declaration of Human Rights and The Convention on the Rights of the Child.
* We rigorously enforce the UN Secretary General’s Bulletin on the Protection from Sexual Exploitation and Abuse of Beneficiaries.
* IRC recognizes its obligation of care for all IRC staff and assumes their loyalty and cooperation.

**Service - At IRC, our primary responsibility is to the people we serve.**

* As a guiding principle of our work, IRC encourages self–reliance and supports the right of people to fully participate in decisions that affect their lives.
* We create durable solutions and conditions that foster peace, stability and social, economic, and political development in communities where we work.
* We design programs to respond to beneficiaries’ needs including emergency relief, rehabilitation, and protection of human rights, post–conflict development, resettlement, and advocacy on their behalf.
* We seek to adopt best practices and evidence–based indicators that demonstrate the quality of our work.
* We endorse the Code of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Relief.

**Accountability - At IRC, we are accountable – individually and collectively – for our behaviors, actions and results.**

* We are accountable and transparent in our dealings with colleagues, beneficiaries, partners, donors, and the communities we affect.
* We strive to comply with the laws of the governing institutions where we work.
* We maintain and disseminate accurate financial information and information on our goals and activities to interested parties.
* We are responsible stewards of funds entrusted to our use.
* We integrate individual accountability of staff through the use of performance evaluations.
* We utilize the resources available to our organization in order to pursue our mission and strategic objectives in cost effective ways.
* We strive to eliminate waste and unnecessary expense, and to direct all possible resources to the people we serve

**Conflict of Interest**

* Supplier hereby warrants that, to the best of its knowledge, no IRC employee, officer, consultant or other party related to IRC has a financial interest in the Supplier’s business activities.
* Supplier herby warrants that, to the best of its knowledge, no IRC employee, officer, consultant or other party related to IRC has a family relationship with the supplier’s owners.
* Discovery of an undisclosed conflict of interest will result in immediate termination of any Agreement and disqualification of Supplier from participation in current and future IRC activities.
* Supplier hereby confirms that the organization is not conducting business under other names or alias’s that have not been declared to IRC.
* Supplier herby confirms it does not engage in theft, corrupt practices, collusion, nepotism, bribery, or trade in illicit substances.

**Supplier herby agrees to maintain high ethical and social standards:**

* Working conditions and social rights: Avoidance of child labor, bondage, or forced labor; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and IRC’s beneficiaries; and prohibition of trafficking in persons. For avoidance of doubt, Supplier shall not discriminate against any of IRC’s beneficiaries during the Term of this Agreement, such as, but not limited to, withholding, adversely impacting, or denying equitable access to the benefits provided through this Agreement on the basis of any factor not expressly stated in the Agreement. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the Supplier to perform its obligations under the Agreement.
* Environmental aspects: Provision of goods and services with the least negative impact on the environment.
* Humanitarian neutrality: Endeavoring to ensure that activities do not render civilians more vulnerable to attack, or bring unintended advantage to any military actors or other combatants.
* Transport and cargo: Not engaged in the illegal manufacture, supply, or transportation of weapons; not engaged in smuggling of drugs or people.

If you believe that any IRC employee, volunteer or intern is acting in a manner that is inconsistent with these Standards, please notify a supervisor or the confidential helpline Ethics point, www.ethicspoint.com or call Ethics point toll-free phone call (866) 654-6461 in the U.S./call collect at (503) 352-8177 outside the U.S. There will be no retaliation against any person who raises concerns that are based on good faith belief of improper conduct. An intentionally false report or a failure to report conduct that is known to violate these standards may result in disciplinary action.

By signing this statement supplier acknowledges any violation of the above IRC policies will result in immediate termination of any agreement in place and disqualification from participation in future IRC activities.

|  |
| --- |
| Supplier Name: |
| Signature and Stamp: |
| Title: |
| Print Name: |
| Date: |

**ANNEX D**

**International Rescue Committee, Inc.**

**Intent to Bid**

**IRC Reference #: IRC AFG-00410**

Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Please indicate #1 or #2 below)*

**1.□** It is the intent of this company to submit a response to the (RFP IRC AFG-00410) Request for Proposal.

Please provide a name and email address for the person within your company that should receive notices, amendments, etc. that are related to this RFP:

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (If faxed) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Person signing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We realize that this is an intent to bid and in no way obligates this company to participate in this process.

**2.□** This Company DOES NOT intend to participate in this RFP.

Name (Signature if faxed)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Person signing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please fax or email this form at your earliest convenience to the attention of:

Name (YOU) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_