

**International Rescue Committee**

**(Humanitarian Program)**

**Request for Proposal (RFP)**

**RFP Reference No: IRC AFG-00927**

**Master Service Agreement (MSA) Provision of Accommodation, Rental Hall and Meal for IRC Kabul Office (12 Months Contract)**

|  |
| --- |
| **Planned Timetable** |
| **Issued ITT** | *June 10, 2019* |
| **Advertise ITT** | *June 10, 2019* |
| **Questions from Service Provider due date**  | *June 11 to 20, 2019* |
| **Deadline for Submission**  | *June 25, 2019* |
| **Evaluation of RFP** | *June 30, 2019* |
| **Service Provider Visit**  | *July 02, 2019*  |
| **Award of Contracts**  | *August 20, 2019* |
| **Contract Start**  | *August 21, 2019* |

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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 Service Provider for the International Rescue committee to provide and deliver quality services of **Accommodation/Hotel Stay, Rental Hall and Meal** for the official purpose of IRC Afghanistan in Kabul City. Therefore, IRC Kabul Afghanistan is calling on all eligible Service Providers that are qualify, Professional and are technically competent for the provision of required services 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 fixed price Master Service Agreement (MSA) for period of one (1) year with possibility of extension an additional year subject to the need and service provider reliability. 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 **2019 and possibly 2020**. The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices.

* 1. **Background:**

IRC anticipates issuing a Master Services Agreement (MSA) or multiple MSAs to establish specific pricing levels for ordering of all above indicated needs. This will allow the organization to issue specific purchase orders or Task Orders, on an as-needed basis, for a period not to exceeding 12 months.

Respondents should ensuring 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.

# 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

The Bidder is expected to examine all instructions, forms, **terms** and **specifications** in the bidding documents prepared for the selection of authorized Service Providers or vendors. 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.

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

# Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify in writing at the AF.Tender@rescue.org. The request for clarification must reach the purchaser not later than (June 11-20, 2019). The Purchaser will respond by e-mail providing clarification on the bid documents on the (June 11- 20, 2019). 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 sheet given for the purpose;*
* *Certificate of Business registration or Trading License in Afghanistan*
* *Profile of the dealer (experience in the same field)*
* *Tax payers documents in Afghanistan*
* *Bank details /Financial capabilities*
* *Cover letter explaining interest to be a contracted vendor or Service Provider*
* *Three (3) References from current or past clients (at least in the last one year)*
* *Other important document bidder feel need to be attached to support their bid.*
 |

# Bid Prices & Price Changes

For the purpose of selecting a Service Provider/vendor and executing the Master Service Agreement, the Bidder shall clearly indicate the unit price of the service they want to supply. All unit prices shall be clearly indicated in the space provided in the price schedule. The Bidder must sign and officially stamp the price schedule.

The provide provided is not changeable for period of 12 months from the date contract is signed with the winning bidder.

# 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 service’ essential technical and performance characteristics.
* A **clause-by-clause** commentary on the Purchaser’s Technical Specifications demonstrating the services’ 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 MSA 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 (**Master Service Agreement (MSA) Provision of Accommodation, Rental Hall and Meal for IRC Kabul Office)** to (IRC Afghanistan Kabul Office locates at Taimani, Street # 4, House, # 34, District No 10, Kabul, Afghanistan), **no later than Tuesday June 25, 2019 4:00pm.** All bids are to be put into the Tender 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, and date of submission.

# Format

The Bidder’s proposal shall comprise of technical proposal and financial proposal, in separate 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 (%)** |
| **Capacity/Stock holding/Availability** | Refers to Bidder providing the most advantageous delivery schedule. No of available bed rooms (Single, Double), Rental Hall for each indicated capacity indicated in RFP Annex E, No of hotel branches in Kabul and provinces, no of staff working in company | 15% |
| **Past experience/performance**  | (1)Refers to Bidders ability to demonstrate relevant experience and technical knowledge of the services required. Past experience in delivering Quality accommodation, Rental Hall and Meal Services make sure all RFP required documents have been filled  | 15% |
| (2)Please attach three copies of POs / Contracts of Accommodation, Rental hall and meal services (Three copies of most recent purchase orders ) |
| **Eligibility/Specialized Service Provider** | (1) Specialized Service Provider owns his own hotel/accommodation business Registered in a relevant commercial or trade register. (2)Bid should have 90 days validity  |  20% |
| **Quality/ Secure Accommodation and available enough spaces whenever needed** | (1)Quality of accommodation space (Initially attach photos of the property exterior and interiors, cleanliness , security measures, services, Menu of the meals in Annex E | 25% |
| **Financial proposal**  | Offer as per Price list | 20 |
| **Payment Terms** | Offers 30 Days credit for payment after receipt of invoice by bank wire | 5% |
|  |  | **100%** |
| **Information Table to be filled by the Service Provider**  |

|  |  |
| --- | --- |
| Average No of Available Bed rooms and Rental hall with service provider? |  |
| Warranty the best service provision? |  |
| Number of branches in Kabul and other provinces? |  |
| Services provider warrants providing best competitive price in the RFP? |  |
| No of staff or employee working with service provider? |  |

# 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 vendor 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 Master Service 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 Master Service Agreement and perform its obligations satisfactorily.

# Warranty

The Service Provider warrants that the services to be delivered are according to the IRC criteria and need and meets the Purchaser’s full specifications.

The warranty shall remain valid for a period of time as may be specified by the Service Provider in the Bid and this warranty period shall be considered as one of the bid advantages, and shall in no case be less than that which is provided for by Afghanistan Law if any

# Price Schedules and Location

Services Providers interested in the provision of Services to IRC Country office should NOTE that all categories apply to all IRC Offices.

List of Services for Master Service 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 Service Provider (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 (866) 654–6461 in the U.S., or collect (503) 352–8177 outside the U.S.

# ANNEX – A: Service Provider 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 (Net15, 30, etc.) |  |

**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: |

**Service Provider 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 the IRC’s beneficiaries.
* 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 Service Provider status and disqualification of Company from participation in future IRC procurement.

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

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

By signing the Service Provider 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  |  |
| Tax Information Identification (TIN) |  |
| Bank statements, Bank Payment Instruction and references  |  |
| Passport / ID cards of business owners/board of directors |  |
| Financial statement (if available) |  |

**I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ an employee of IRC having completed and reviewed this form confirm the accuracy of information provided:**

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

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

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

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

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

**International Rescue Committee, Inc.**

**Intent to Bid**

**IRC Reference #: IRC AFG-**

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

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

**1.□** It is the intent of this company to submit a response to the ( ).

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

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 Tender.

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# ANNEX B Price List Annex

**27.1 Scope of Service:**

Selected Service Provider will be required to provide the unit price of each service will be rendered in price table outlined below and the price to be given per unit inclusive Government of Afghanistan applicable withholding tax. The given price set in the price table will remain unchangeable for period of 12 months effective from the date contract is signed.

**27.2 Prices list:**

|  |  |  |  |
| --- | --- | --- | --- |
| S/N | Item Description | Other facilities | Unit Price AFN Per bed Included Tax |
| 1 | Single Bed included Breakfast and Wi-Fi  | Wi-Fi to be included at least (20) rooms available  |   |
| 2 | Single Bed without Breakfast | Wi-Fi to be included at least (20) rooms available  |   |
| 3 | Double Bed included Breakfast | Wi-Fi to be included at least (40) rooms available  |   |
| 4 | Double Bed without Breakfast | Wi-Fi to be included at least (40) rooms available  |   |
| 5 | Breakfast Cost Standard Menu | Price per person |   |
| 6 | Lunch Meal (Menu A) Attach Menu | Price per person |   |
| 7 | Lunch Meal (Menu B) Attach Menu | Price per person |   |
| 8 | Lunch Meal (Menu C) Attach Menu | Price per person |   |
| 9 | Dinner Meal (Menu A) Attach Menu | Price per person |   |
| 10 | Dinner Meal (Menu B) Attach Menu | Price per person |   |
| 11 | Dinner Meal (Menu C) Attach Menu | Price per person |   |
| 12 | Refreshment Tea/Coffee Break Morning and Evening (Attach Menu) | Price per person |   |
| 13 | Rental Hall for training accommodate 20 Persons  | Multi Media Projector, Extension Cable, Stabilizer to be part of hall No of Hall Available (1) |   |
| 14 | Rental Hall for training accommodate 30 Persons | Multi Media Projector, Extension Cable, Stabilizer to be part of hall No of Hall Available (1 )  |   |
| 15 | Rental Hall for training accommodate 40 Persons | Multi Media Projector, Extension Cable, Stabilizer to be part of hall No of Hall Available (1)  |   |
| 16 | Rental Hall for training accommodate 50 Persons | Multi Media Projector, Extension Cable, Stabilizer to be part of hall No of Hall Available (1)  |   |
| 17 | Rental Hall for training accommodate 60 Persons | Multi Media Projector, Extension Cable, Stabilizer to be part of hall No of Hall Available (1)  |   |
| 18 | Rental Hall for training accommodate 70 Persons | Multi Media Projector, Extension Cable, Stabilizer to be part of hall No of Hall Available (1)  |   |
| 19 | Rental Hall for training accommodate 80 Persons | Multi Media Projector, Extension Cable, Stabilizer to be part of hall No of Hall Available (1)  |   |
| 20 | Rental Hall for training accommodate 90 Persons  | Multi Media Projector, Extension Cable, Stabilizer to be part of hall No of Hall Available (1)  |   |
| 21 | Rental Hall for training accommodate 100 persons  | Multi Media Projector, Extension Cable, Stabilizer to be part of hall No of Hall Available (1)  |   |

**27.3 Service Receipt Procedure:**

IRC will establish Master Service Agreement (MSA) with one or more than one service provider who provide better offer service and faire and consistent price that competes value for money. IRC will only use the service outlined above from service provider during period of 12 months when needed and payment will only be made when service is received.

IRC does not commit any financial value under this contract unless the actual service is received when needed.

IRC Administrative unit will issue either a Purchase Order (PO) or Task Order (TO) to the service provider for any of the above listed services when needed. Deliver of the required service to be made within 24 hours as soon as order is placed with the service provider.

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

***27.4 Brief Information about Service Provider:***

***Please provide brief information about your service Delivery and capabilities:***

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

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**27.5 Sub-contractor**

Service provider selected for this contract shall not deliver or award the contracted services and associated goods through a sub-contracted service (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/services. 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.

# Taxes:

1. Pursuant to the provisions of the Government of Afghanistan Income Tax Law 2009, Article 72, effective March 2009, IRC is required to remit 2% or 7% Government Withholding tax and deposited to Ministry of Finance Tax division account whenever each portion of **Accommodation and Rental Hall Service Received** are ordered and received from supplier.

|  |
| --- |
|  **Validity of price should be at least 90 days** **Price to be in Afghanistan Local currency (Afghanis AFN)****Price Validity[[1]](#footnote-1): ……………………….****Currency of bid[[2]](#footnote-2): …………………….****Payment Terms: …………………….****Company Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  |  |
| **Signature of representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  |  |
| **Tele\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fax\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |
| **Official stamp of Service Provider -------------------------** |
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**ANNEX – C: IRC Conflict of Interest and Service Provider Code of Conduct**

Service Provider hereby agrees that Service Provider and Service Provider’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 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. Service Provider 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**

* Service Provider 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 Service Provider’s business activities.
* Service Provider 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 Service Provider’s owners.
* Discovery of an undisclosed conflict of interest will result in immediate termination of any Agreement and disqualification of Service Provider from participation in current and future IRC activities.
* Service Provider hereby confirms that the organization is not conducting business under other names or alias’s that have not been declared to IRC.
* Service Provider herby confirms it does not engage in theft, corrupt practices, collusion, nepotism, bribery, or trade in illicit substances.

**Service Provider 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; prohibition of trafficking in persons.
* 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 (866) 654-6461 in the U.S./call collect (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 Service Provider 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.

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| --- |
| Service Provider Name: |
| Signature: |
| Title: |
| Print Name: |
| Date: |

1. [↑](#footnote-ref-1)
2. [↑](#footnote-ref-2)