

**International Rescue Committee**

**(Humanitarian Program)**

**Advertised Request for Proposal**

**RFP Reference No** **IRC AFG-01030 Master Service Agreement (MSA) for Provision of Internet connection bandwidth in Kabul, Helmand, Nangarhar, Paktia, Logar, Badghis, Herat and Khost Provinces of Afghanistan).**

|  |  |
| --- | --- |
| **Planned Timetable** | |
| **Issued ITT** | 04 Sep 2019 |
| **Advertise ITT (Restricted Procedures)** | 04 Sep 2019 |
| **Questions from Service Provider due date** | 05 Sep to 17 Sep 2019 |
| **Answers to Service Provider Questions** | 05 Sep to 17 Sep 2019 |
| **Deadline for Submission** | 18 September 2019 |
| **Evaluation of RFP** | 22 September 2019 |
| **Supplier Visit & Work background Check** | 25 September 2019 |
| **Award of Contracts** | 10 October September 2019 |
| **Contract Start** | 11 October 2019 |

Contents Pages

[I. INTRODUCTION 3](#_Toc457220651)

[1. The International Rescue Committee. 3](#_Toc457220652)

[2. The Purpose of this Request for Proposal (RFP) 3](#_Toc457220653)

[3. Cost of Bidding 3](#_Toc457220654)

[4. The Bidding Documents 3](#_Toc457220655)

[5. Clarification of Bidding Documents 4](#_Toc457220656)

[6. Language of Bid 4](#_Toc457220657)

[7. Documents Comprising the Bid 4](#_Toc457220658)

[8. Bid Prices & Price Changes 5](#_Toc457220659)

[9. Bid Currencies 5](#_Toc457220660)

[10. Document Establishing service Eligibility and Conformity to Bidding Documents 5](#_Toc457220661)

[11. Bid Security 5](#_Toc457220662)

[12. Period of Validity of Bids 5](#_Toc457220663)

[13. Format and Signing 5](#_Toc457220664)

[14. Submission and Marking of Bids: 6](#_Toc457220665)

[15. Format 6](#_Toc457220666)

[16. Modification and Withdrawal of Bids 6](#_Toc457220667)

[17. Preliminary Examination 6](#_Toc457220668)

[18. Evaluation and Comparison of Bids 6](#_Toc457220669)

[19. Contacting the Purchaser 8](#_Toc457220670)

[20. Notification of Award 8](#_Toc457220671)

[21. Contract award and notification 8](#_Toc457220672)

[23. Price Schedules and Location 8](#_Toc457220674)

[25. Disclaimer 8](#_Toc457220676)

[26. Ethical Operating Standards 9](#_Toc457220677)

[27. Supplier Information Form …………………………….……………………………………………………9](#_Toc457220678)

[28. Terms of Reference (ToR) 12](#_Toc457220678)

29. Price List Annex B 14

30. Taxes…….………………………..…………………………………………………………………………………21

30. ANNEX C IRC Conflict of Interest and supplier code of conduct …………...…………………20

31. ANNEX D: Annex to Bid……………………………………………………………………………………….23

# 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 and cost effective **Provision of Internet connection bandwidth in Kabul, Helmand, Nangarhar, Paktia, Logar, Badghis, Herat and Khost Provinces of Afghanistan).** when needed. Therefore, IRC Kabul Afghanistan is submitting this tender document to eligible **Internet provider Companies** that are qualify, Professional and are technically competent for the provision and delivery of quality internet Services as indicated in **ANNEX – B** and invited to submit their sealed proposals as per the outlined criteria set forth in this RFP to IRC Main office by Oct 09, 2019 @ 4:00 PM.

The winning bidder(s) will enter into a fixed price Master Service Agreement (MSA) for period of twenty four Months (24) months 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 2020**. 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

The Bidder is expected to examine all instructions, forms, **terms** and **specifications** in the bidding documents prepared for the selection of authorized suppliers 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);* * *Supplier 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](mailto:AF.Tender@rescue.org). The request for clarification must reach the purchaser not later than **(Sep 05 to Sep 17, 2019)**. The Purchaser will respond by e-mail providing clarification on the bid documents from **(Sep 05 to Sep 17, 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* * *Up to three (3) References from current or past clients (at least in the last one or Two years)* * *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 and executing the Master Service Agreement, the Bidder shall clearly indicate the unit price of the Service they want to deliver for each Location in respective listed areas. 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.

During the validity period of the Master Service Agreement, if there is a price change in the market the Service Provider can express the change in writing for the Purchaser a month before implementing the change. The Purchaser also responds for the request in writing within 15 days of receipt of notice for price change. Once the changes are agreed between both parties, an addendum will be signed and included in the MSA.

# 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 ***US Dolor (USD)***

# Documents 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 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 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 **(RFP IRC AFG-01030 MSA Provision of Internet connection bandwidth in Kabul, Helmand, Nangarhar, Paktia, Logar, Badghis, Herat and Khost Provinces of Afghanistan** to IRC Office at Kabul at the below addresses no later than  **Sep 22, 2019 at 04:00pm**. 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, and date of submission.

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

# 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 (%)** |
| **Service Delivery Time** | 1. Provider is able to deliver the service within one week to the designated locations as soon as order is place by IRC. | 10% |
| **Past experience/performance** | 1. Provider to provide 1 or 3 copy of purchase order or contract for similar service provided to other client | 10% |
| **Eligibility/Specialized Service Provider** | 1. Provider to confirm they have valid business license from government authorities 2. Provider confirms provided bid is valid 90 working days from submission date | 5% |
| **Technical Capacity/Access in the area of provinces** | 1. Provider has the capacity to access all the province districts for the request internet bandwidth 2. Provider to provide list of their office branches | 35% |
| **Financial proposal** | 1. Provided offer is more competitive | 30% |
| **Payment Terms** | 1. Offers 30 Days credit for payment after receipt of invoice | 5% |
|  |  | **100%** |

*Note: IRC Buyer to review the evaluation criteria to align with nature of procurements.*

|  |
| --- |
| **INFORMATION Table to be filled by Supplier:** |

|  |  |
| --- | --- |
| Provider is able to deliver the service within one week to the designated locations as soon as order is place by IRC | (Confirm if list is attached) ( ) |
| Provider to provide 1 or 3 copy of purchase order or contract for similar service provided to other client | (Confirm here ) |
| Confirm number of brunch offices in the provinces? | (Number and name of locations) |
| Service Provider submitted Signed and Stamped Proposal in sealed envelope along with extra documents and lists for this tender? | ( mention here) |
| Service Provider confirm submitting all supporting documents for past experience and work done with other organization for similar services? | (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 supplier 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 provided will be in time, according to IRC approved list with agreed all preset terms and condition.

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

Service Provider interested in the provision of services outlined in **Annex B** 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 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 (866) 654–6461 in the U.S., or collect (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 (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: |

**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 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 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) |  |

**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.

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

1. **1 Bid:**

Respondents should ensure that, their 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.

* 1. **Scope of Service:**

Selected Service Provider will be required to provide Unit Cost per province in Annex B of this RFP.

Service Provider submitting bid shall fully study the scope of services, required lead time, area of intervention, accessibility and all other terms required in this contract

**Questions:**

Only the written answers issued by IRC will be considered official 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.

**27.3 Specification:**

It should be noted that, unless otherwise indicated, stated brand names or models are for illustrative description only. An equivalent substitute, as determined by the specifications, is acceptable.

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

**27.4 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 services that are manufactured, combined or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria.

**27.5 Sub-Contractor:**

Service Provider selected for this contract shall not deliver or award the contracted services and other associated matters through a sub-contracted provider (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.

**27.6 Supply Receipt Procedures:**

IRC may establish Master Service Agreement (MSA) with one or more than one Service Provider that could provide sufficient and in time services required in the bid. IRC will only use the services outlined above from service provider during period of 24 months when needed and payment will only be made when service and other associated matters are received per order. IRC does not commit any financial value under this contract unless the actual quantity of services and other associated services are received at need time.

IRC will issue Purchase Order and complete list of beneficiaries for each Site internet and will place the order to provider ahead of time. Provider commits to follow the internet services as per the approved PO.

**27.7 Payment Terms and Modality:**

Payment will be made to provider’s bank account within 30 calendar days right after the receipt of work complete certificate and invoice for each e-cash program.

**27.8 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% or if no license or expired 7% Government Withholding tax and deposited to Ministry of Finance Tax division account whenever each portion of Agro Activities Toolkits are ordered and received from supplier.

**Annex B- Price List**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sno | Items | Description | Bandwidth | Unit price (USD)include Govt.Tax |
| 1 | IRC Main office and Guest Houses | Full duplex wireless microwave connection | 13 Mb download 13 Mb upload |  |
| 2 | IRC Nangahar field office | Full duplex wireless microwave connection | 10 Mb download 10 Mb upload |  |
| 3 | IRC Logar field office | Full duplex wireless microwave connection | 2 Mb download 2 Mb upload |  |
| 4 | IRC Khost field office | Full duplex wireless microwave connection | 2 Mb download 2 Mb upload |  |
| 5 | IRC Paktia field office | Full duplex wireless microwave connection | 3 Mb download 3 Mb upload |  |
| 6 | IRC Helmand field office | Full duplex wireless microwave connection | 3 Mb download 3 Mb upload |  |
| 7 | IRC Badghis field office | Full duplex wireless microwave connection | 3 Mb download 3 Mb upload |  |
| 8 | IRC Herat field office | Full duplex wireless microwave connection | 6 Mb download 6 Mb upload |  |

Validity of price should be at least 90 days

Price to be in USD

Price Validity: ……………………….

Currency of bid: …………………….

Payment Terms: …………………….

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

Signature of representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tele\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fax\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Official stamp of supplier -------------------------

|  |
| --- |
|  |
|  |

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 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. 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; 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 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: |
| Title: |
| Print Name: |
| Date: |

**Annex: D**

**International Rescue Committee, Inc.**

**Intent to Bid**

**IRC Reference #: IRC AFG-00515**

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-00515) 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Scope of Work

Specifications for Internet Service Provider (ISP)

1-ISP shall initially provide Internet connections of business-class quality.

2- One connection will 13Mb/13Mb dedicated full-duplex for the Main office and this bandwidth will be shared with Guesthouses in Kabul Taimain/Qala e Fatiullah aria.

3-The second connection will for IRC field offices Jalalabad, Logar, Gardez, Khost, Helmand, Herat, and Badghis in the capital of these provinces (varies bandwidth) as per below list.

4-IRC may request and ISP shall supply additional connections in the future.

5-IRC may request and ISP shall supply increased bandwidth for any connection in the future 6- ISP shall provide connectivity to IRC via a Gigabit Ethernet (GE) interface on all connections.

7-ISP shall provide proof of two different upstream providers for redundancy on all connections.

8-vendor maintenance during non-business hours should be minimized and approved by the IRC in advance. ISP shall limit the number of planned outages to a maximum of two (2) separate events per year and have a maximum duration of 2 hours. Unless otherwise agreed to by the IRC, ISP will issue a documented credit if the downtime exceeds the agreed to downtime or exceeds the maximum number of planned outages on an annual basis.

9-ISP shall assign a dedicated account representative (single person but may have multiple customer accounts) to the IRC. Such representative shall serve in a sale, liaison, and support escalation function at a minimum.

10- ISP shall have customer service and network engineering support available for problem resolution 24 hours per day, 365 days per year. Customer problem reporting, status updates, and problem resolution shall follow ISP standard procedures which have been documented and delivered to the IRC on contract instantiation.

11- ISP shall maintain real-time network monitoring capability on all IRC connections. ISP shall notify designated IRC contacts within 15 minutes of any unplanned disruptions and outages.

12- ISP shall provide self-service web-based reporting (utilization, outages/downtime, etc.) on both a real-time and historical basis. ISP shall optionally provide a report exporting capability.

13- ISP shall provide static Public IP addresses.

14-ISP shall grant IRC control over DNS services as primary with authoritative control.

15- ISP shall install and maintain all services and equipment included in the proposal.

16-ISP shall document and provide a guaranteed quality of service: minimum service availability of 99.99% per month with a maximum of 15-minute response (problem acknowledgment to IRC) and a maximum of 4 hours’ resolution to problems. Unless otherwise agreed to by the IRC, ISP will issue a documented credit if the response time and/or downtime exceed these limits.

17- ISP shall provide any required goods/equipment as lease in free cost until the end of the contract, and as soon as the contract ended ISP can remove and take it back.

18- After the contract signed the ISP is responsible for the installation and activation of the internet at the Kabul and all field offices with its own cost including transportation/travel, accommodation and etc.

Internet connection details for Main and field offices

1-Main office and Guest Houses

13Mb download 13Mb upload full duplex wireless or microwave connection Taimani Street 4

2-Nangarhar field office

10Mb download 10Mb upload

Full duplex wireless or microwave connection Jalalabad City

3-Logar field office

2Mb download 2Mb upload full duplex wireless or microwave connection Poli Alam City4-Khost field office

2Mb download 2Mb upload full duplex wireless or microwave connection Khost City

5-Paktya field office

3Mb download 3Mb upload full duplex wireless or microwave connection Gardez City

6-Helmand field office

3Mb download 3Mb upload full duplex wireless or microwave connection Lashkargah City

7-Badghis field office

3Mb download 3Mb upload full duplex wireless or microwave connection Qala -e- Naw City

8-Herat field office

6Mb download 6Mb upload full duplex wireless or microwave connection Herat City

Signed By:

Name:

Position:

Date:

Company Stamp