



International Rescue Committee SUDAN COUNTRY PROGRAM

Request for Proposal (RFP) for

Cars and Truck Hire Services

Ref: #: IRC/SDN/MSA/2022/03

| Planned Timetable | |
|--|-------------------------------------|
| Issue Request for Proposal | <i>15 September 2022</i> |
| Questions from Suppliers due date | <i>19 September 2022</i> |
| Answers to Suppliers questions due date | <i>20 September 2022</i> |
| Bid submission due date | <i>29 September 2022</i> |
| Suppliers return signed Intent to Bid forms due date | <i>29 September 2022</i> |
| Bid Opening and Evaluation date | <i>6 October 2022</i> |
| Suppliers visit if applicable | <i>13 October 2022</i> |
| Award of Business | <i>1st November 2022</i> |
| Contract start | <i>01 December 2022</i> |

Table of Content

| | Pages |
|--|------------------------------|
| I. INTRODUCTION | 3 |
| 1. <i>The International Rescue committee</i> | 3 |
| 2. <i>The Purpose of this Request for Proposal (RFP)</i> | 3 |
| 3. <i>Cost of Bidding</i> | 3 |
| II. THE BIDDING DOCUMENTS: | 3 |
| 4. <i>The Bidding Documents</i> | 3 |
| 5. <i>Clarification of Bidding Documents</i> | 3 |
| III. PREPARATION OF BIDS: | 3 |
| 6. <i>Language of Bid</i> | 3 |
| 7. <i>Documents Comprising the Bid</i> | 4 |
| 9. <i>Bid Currencies</i> | 4 |
| 10. <i>Document Establishing Goods Eligibility and Conformity to Bidding Documents ...</i> | 5 |
| 11. <i>Bid Security</i> | 5 |
| 12. <i>Period of Validity of Bids</i> | 5 |
| 13. <i>Format and Signing</i> | 5 |
| IV. SUBMISSION OF BIDS | 6 |
| 14. <i>Submission and Marking of Bids:</i> | 6 |
| 15. <i>Modification and Withdrawal of Bids</i> | 7 |
| V. BID OPENING AND EVALUATION | 7 |
| 16. <i>Preliminary Examination</i> | 7 |
| 17. <i>Evaluation and Comparison of Bids</i> | 7 |
| 18. <i>Contacting the Purchaser</i> | 8 |
| 19. <i>Notification of Award</i> | 8 |
| VI. CONTRACTING | 8 |
| 20. <i>Contract award and notification</i> | 8 |
| 21. <i>Warranty</i> | 9 |
| 22. <i>Inspection</i> | 9 |
| 23. <i>Price Schedules and Location</i> | 9 |
| 24. <i>Service or consultant agreements</i> | 9 |
| 25. <i>Disclaimer</i> | 9 |
| 26. <i>Ethical Operating Standards</i> | Error! Bookmark not defined. |

A. INTRODUCTION

1. *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.

2. *The Purpose of this Request for Proposal (RFP)*

It is the intent of this RFP to secure competitive proposals to select Supplier(s) for the International Rescue committee **Sudan Country Programme** to provide Small **Cars** and **Truck Hire Services** to all IRC Field **Offices** and Major Cities within Sudan. All qualified and interested Suppliers are invited to submit their proposals.

The winning Bidder(s) will enter into a fixed price Master Service Agreement (MSA) for two (2) year. Bidders shall be domiciled in and shall comply with all Government Regulations to operate in Sudan. Bidders shall be regular taxpayers and shall furnish a copy of their operating license/certificate of registration valid for the fiscal year **2022**. Bidders shall not be under a declaration of ineligibility for corrupt or fraudulent practices.

3. *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.

B. THE BIDDING DOCUMENTS:

4. *The Bidding Documents*

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

5. *Clarification of Bidding Documents*

A prospective Bidder requiring clarification of the Bidding Documents may notify the Purchaser in writing at SU-KhartoumProcurement@rescue.org. The request for clarification must reach the purchaser not later than **19 September 2022**. The Purchaser shall respond by e-mail providing clarification on the bid documents no later than **20th September 2022**. Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) shall be communicated to all prospective Bidders which express an intention to submit bids.

C. PREPARATION OF BIDS:

6. *Language of Bid*

The Bid and all related correspondence and documents exchanged between the Bidders and the Purchaser shall be written in **English Language**. Any printed literature furnished by the Bidder and written in another language shall be accompanied by an **English Language** translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the **English Language** version shall prevail.

7. **Documents Comprising the Bid**

The submitted bid shall include the following information. Failure to provide all requested information or to 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. **Annex A***
- *Valid: - Certificate of Business registration, Operator's License, Memorandum and Article of Association with names of the owner's shareholders/directors of the company, and Valid Sudan Chamber of commerce and Industry*
- *Profile of the company – Maximum 4 Pages*
- *Valid Tax Clearance Certificate, in Sudan*
- *Road Transport Operation Licence*
- *Vehicle Registration documents showing proof of ownership or Vehicle lease agreement*
- *Copy of vehicle Insurance.*
- *Financial capabilities- Last audit report or bank statement for the last 3 months (May, June and July 2022)*
- *Three (3) References from current or past clients (at least in the last one year)*
- *Intent to bid form, completed and signed. **Annex D***
- *Vendor Information form completed and signed. **Annex B***
- *Term of Reference (TOR)- **Annex E***
- *IRC Conflict of Interest and Vendor Code of Conduct. **Annex C***
- *A cover letter explaining the Bidder's interest in supplying the service to the IRC.*
- *Other important documents which Bidder attaches to support its bid.*

8. **Bid Prices.**

The Bidder shall clearly indicate the unit price of the **Car and Truck Hire Services** it proposes to Provide. All unit prices shall be clearly indicated in the space provided in the price schedule, and all unit prices quoted in the RFP response shall be agreed to be in effect for a minimum of twelve (12) months beginning on the date when the contract is executed, with the exception of services which are subject to significant and unavoidable market forces which prevent this, in which case the Bidder shall describe and justify the driver(s) of potential price fluctuation during the first twelve (12) months of the agreement. The Bidder shall sign the price schedule and shall stamp the price schedule with the Bidding Company's seal where feasible.

9. **Bid Currencies**

All financial rates and amounts entered in the Bid Form and Price Schedule and used in documents, correspondence, or operations pertaining to this tender shall be expressed in **United Dollars (USD) ONLY**.

10. Document Establishing Goods Eligibility and Conformity to Bidding Documents

Pursuant to Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services, which the Bidder proposes to supply under the Contract.

The Documentary evidence of the goods' and 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 goods' essential technical and performance characteristics.
- A clause-by-clause commentary on the Purchaser's Technical Specifications demonstrating the goods and services' substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

The Bidder may propose alternate standards, brand-names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Specifications.

11. Bid Security

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

12. 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.

13. Format and Signing

The original bid shall be signed by the Bidder or by a person or persons 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 Bidder's company seal.

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

Please note: A single bidder may not bid on the same tender via more than one company under his or her ownership. In addition, bidders having close relationships with other bidders (members of the same family, subsidiary, or daughter companies, etc.) may not bid on the same tender. This type of action, or any other action judged by the Purchaser to constitute collusive behavior, will lead to the bidder(s) being automatically eliminated from this tender and disqualified from participating in future IRC tenders. On the other hand, one bidder may submit more than one offer in response to the same tender only if the offers

demonstrate clear differences in specifications, quality, lead time, and other characteristic of the goods and services offered.

D. SUBMISSION OF BIDS

14. Submission and Marking of Bids:

Bidder shall submit sealed bids addressed to

**The Procurement Committee,
International Rescue Committee
Plot 43, block 22, Graif West Badr Street
Khartoum, Sudan.**

All bids shall be submitted before 4:00pm on the 28th of September 2022 (Sudan Time). All bids are to be put into the tender box by the Provider provided for the purpose. **NOTE: Bids submitted after the deadline will not be accepted. All bids must be physically submitted to IRC Office and Drop in the tender box and any bids submitted through email won't be considered.**

The PURCHASER may, at its discretion, extend the deadline for the submission of bids, in which case all rights and obligations of the PURCHASER and Bidders, as documented in the RFP, will be applicable to the new deadline.

Bidders shall sign the bid register form at the reception of the IRC office indicating their company name, telephone number, and date of submission.

Format

The Bidder's proposal shall include a technical proposal and a financial proposal, in separate sealed envelopes.

| ENVELOPE | CONTENT |
|---|--|
| Technical / Administrative Proposal Envelope | <ul style="list-style-type: none"> • Completed Vendor Information Form (Annex B) • IRC Conflict of Interest and Vendor Code of Conduct- Annex C • Certificate of Incorporation • Memorandum & Articles of Association with names of the owners' shareholders/directors of the company. • Valid Sudan Chamber of commerce, Industry and membership Certificate • Copies of National I.D or Passport Bio-page of company owners/directors • Operation License • Valid Tax clearance certificate & Tax Identification Certificate • Road Transport Operation Licence |

| | |
|-----------------------------|--|
| | <ul style="list-style-type: none"> • Vehicle Registration documents showing proof of ownership or vehicles lease agreement • Copy of vehicle Insurance. • Profile of the Company minimum 4 pages ONLY • Bank Details / Financial Capability Docs (Last Audit report or Bank Statement for the last 3 months (May, June and July 2022)) • Cover Letter Expressing Interest to be a contracted Supplier. • 3 references or more from current or past clients - preferably NGOs (at least in the last one year) |
| Financial Proposal Envelope | Completed Price offer sheet (Annex A). Duly Signed and Stamped. |
| Submission Envelope | Shall Contain both Sealed Financial Proposal and Technical/Administrative proposal. – This Envelope shall only be marked with the tender reference# IRC/SDN/MSA/2022/03 |

No markings identifying the bidder shall appear on the outside envelope. The only writing on the outside envelope shall be “**Category Reference Number**”. **IRC/SDN/MSA/2022/03**

15. Modification and Withdrawal of Bids

The Bidder may modify or withdraw its Bid after 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.

E. BID OPENING AND EVALUATION

16. 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.

17. Evaluation and Comparison of Bids

Bids determined to be substantially responsive as per section 7 above will be considered evaluated by the IRC Procurement Committee, with the below scoring criteria.

| Evaluation Criteria | Description | Weight (%) |
|---------------------|---|---------------------------------|
| Eligibility | Refers to Bidder’s ability to demonstrate that they have valid business registration, tax certificate, and all registration as required by the laws of Sudan. | Preliminary to pass to the next |

| | | |
|--|--|--------------|
| | Eligibility criteria will be scored YES / NO. Yes, will proceed to full technical evaluation and NO will be excluded from the next step. | stage |
| Delivery lead-time and availability | Refers to availability for immediate commencement of activities after being contracted and ability to provide services across the following IRC locations and beyond (Less than 2-week lead time) as demonstrated from a physical visit by IRC staff members/ Procurement Review Committee. | 15% |
| Supplier organization and capacity is appropriate | Refers to the Supplier's capability to fulfill the IRC's requirement. The size of fleet (ie. Number of trucks and small cars) and proof of ownership or vehicle lease agreement by the Bidder , as demonstrated from a physical visit by IRC staff members/ Procurement Review Committee. Organization refers to availability of well set-up office located at the same address as provided in bid documents or on letter head. | 15% |
| Insurance Cover | Refers to the Bidder providing transit cargo insurance cover and the proof of vehicles insurance | 10% |
| Payment terms | Refers to the Bidder providing the most favorable terms of payment. The Purchaser payment terms are to pay within 30 calendar days of acceptance of goods/services and receipt of invoice | 10% |
| Past experience | Refers to Bidders ability to demonstrate relevant experience and technical knowledge of the services required, experience working with IRC and other INGOs. | 10% |
| Financial proposal | Financial proposal Offer as per Price list/ Quote to be clearly indicated in Annex A | 40% |
| Total | | 100% |

18. 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 the selected qualified supplier is announced.

19. Notification of Award

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

F. CONTRACTING

20. Contract award and notification

The Purchaser shall award the Contract to the notified successful Bidder(s) whose bid has been determined to be substantially responsive and has been determined to be the best evaluated bid considering price and performance factors, provided further that the Bidder is

determined to be qualified to enter into a **Master Service Agreement** and perform its obligations satisfactorily.

21. Warranty

The Supplier shall warrant that the services to be supplied are genuine in line with best acceptable health standards and/or local community norms/practices and meet Purchaser's specifications.

The warranty shall remain valid for a period of time as may be specified by the supplier in the Bid and this warranty period shall be considered as one of the bids advantages and shall in no case be less than that which is provided for by **Sudan** Law.

22. Inspection

The Purchaser shall have the right to inspect the equipment to confirm their conformity to the specification. The inspection will be conducted by assigned staff of the Purchaser or a reputed relevant consultant selected by the Purchaser.

In the future business relation, should any inspected equipment fail to conform to the specification, the Purchaser may reject them, and the Bidder shall replace the rejected goods without extension of time except at the Purchaser's sole discretion.

23. Price Schedules and Location

Vendors interested in the provision of Small Cars and Truck Hire Services to the IRC **Sudan** Country Program should NOTE that this category is applicable to the IRC Offices and Cities in Annex A mentioned above.

List of Services for Master Service Agreement as per below Categories is attached.

24. Service or consultant agreements

For service or consultant agreements time and material awards are not authorized unless it is the only suitable award, and a ceiling is established.

25. 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.

G. ETHICAL OPERATING STANDARDS

1. Compliance to the IRC Way

The IRC Way: Standards for Professional Conduct ("The IRC Way"), the IRC's code of conduct, which can be found at: <https://www.rescue.org/page/our-code-conduct> and IRC's combating Trafficking in Persons Policy, which can be found at:

<https://rescue.app.box.com/s/h6dv915b72o1mapxg3vczbqxjtboyel>. 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) Reports such events through IRC’s confidential hotline, Ethics point, which can be accessed at www.ethicspoint.com or via toll-free (866) 654-6461 in the U.S., or collect (503) 352-8177 outside the U.S.

2. Bidder Non-Collusion Statement

IRC prohibits collusion and will disqualify all bids where collusion is detected. Collusion happens when related parties submit separate bids for the same tender. Collusion includes situations where:

- a) Members of the same family submit separate bids for the same tender.
- b) Separate companies owned by the same person submit separate bids for the same tender.
- c) Employees of a bidding company submitting separate bids through companies they own for the same tender.
- d) Partners in a bidder submitting separate bids under their own names/ companies they own for the same tender.

It is collusion for a person to be involved in more than companies/ businesses submitting a bid to the same tender. Collusion will lead to IRC disqualifying the involved Individuals or companies from that tender as well as disqualify them from submitting bids for future tenders. In addition, IRC may share information relating to this collusion with other international aid organizations operating in the region leading to loss of business opportunities for the colluders.



Annex: A Price schedule

LOT A: CARS HIRE SERVICES BETWEEN THE CITIES.

| S/N | SERVICE DESCRIPTION | UNIT | UNIT OF MEASURE | UNIT PRICE (USD\$) | COMMENT (if any) |
|---|-------------------------|------|-----------------|--------------------|------------------|
| CAR HIRE BETWEEN THE CITIES (HILUX DOUBLE CABIN 4*4 MODEL 2020 AND ABOVE) (INCLUDING PROVISION OF FUEL, DRIVER, TAXES and INSURANCE) | | | | | |
| S/N: | SERVICE DESCRIPTION | UNIT | UNIT OF MEASURE | UNIT PRICE (USD\$) | COMMENT (if any) |
| 1 | WITHIN KHARTOUM | 1 | TRIP | | |
| 2 | KHARTOUM TO GEDARIF | 1 | TRIP | | |
| 3 | KHARTOUM TO NYALA | 1 | TRIP | | |
| 4 | KHARTOUM TO KADUKALI | 1 | TRIP | | |
| 5 | KHARTOUM TO ED DAMAZINE | 1 | TRIP | | |
| 6 | KHARTOUM TO DILLING | 1 | TRIP | | |
| 7 | KHARTOUM TO MAYO | 1 | TRIP | | |
| 8 | KHARTOUM TO OMDURMAN | 1 | TRIP | | |
| 9 | KHARTOUM TO ALFASHER | 1 | TRIP | | |
| 10 | KHARTOUM TO EDDAEIN | 1 | TRIP | | |
| 11 | KHARTOUM TO ZALINGEI | 1 | TRIP | | |
| 12 | KHARTOUM TO KASSALLA | 1 | TRIP | | |
| 13 | KHARTOUM TO ELGENEINA | 1 | TRIP | | |
| 14 | KHARTOUM TO KOSTI | 1 | TRIP | | |
| 15 | KHARTOUM TO ELFULA | | TRIP | | |
| 16 | KHARTOUM TO ELOBEID | 1 | TRIP | | |
| CAR HIRE BETWEEN THE CITIES(KIA TUCSON MODEL 2020 AND ABOVE) (INCLUDING PROVISION OF FUEL, DRIVER, TAXES and INSURANCE) | | | | | |

| S/N: | SERVICE DESCRIPTION | UNIT | UNIT OF MEASURE | UNIT PRICE (USD\$) | COMMENT (if any) |
|------|-------------------------|------|-----------------|--------------------|------------------|
| 1 | WITHIN KHARTOUM | 1 | TRIP | | |
| 2 | KHARTOUM TO GEDARIF | 1 | TRIP | | |
| 3 | KHARTOUM TO NYALA | 1 | TRIP | | |
| 4 | KHARTOUM TO KADUKALI | 1 | TRIP | | |
| 5 | KHARTOUM TO ED DAMAZINE | 1 | TRIP | | |
| 6 | KHARTOUM TO DILLING | 1 | TRIP | | |
| 7 | KHARTOUM TO MAYO | 1 | TRIP | | |
| 8 | KHARTOUM TO OMDURMAN | 1 | TRIP | | |
| 9 | KHARTOUM TO ALFASHER | 1 | TRIP | | |
| 10 | KHARTOUM TO EDDAEIN | 1 | TRIP | | |
| 11 | KHARTOUM TO ZALINGEI | 1 | TRIP | | |
| 12 | KHARTOUM TO KASSALLA | 1 | TRIP | | |
| 13 | KHARTOUM TO ELGENEINA | 1 | TRIP | | |
| 14 | KHARTOUM TO KOSTI | 1 | TRIP | | |
| 15 | KHARTOUM TO ELFULA | 1 | TRIP | | |
| 16 | KHARTOUM TO ELOBEID | 1 | TRIP | | |

**CAR HIRE BETWEEN THE CITIES (LANDCRUISER PRADO OR EQUIVALENT MODEL 2020 AND ABOVE)
(INCLUDING PROVISION OF FUEL, DRIVER, TAXES and INSURANCE)**

| S/N: | SERVICE DESCRIPTION | UNIT | UNIT OF MEASURE | UNIT PRICE (USD\$) | COMMENT (if any) |
|------|---------------------|------|-----------------|--------------------|------------------|
| 1 | WITHIN KHARTOUM | 1 | TRIP | | |

| | | | | | |
|----|-------------------------|---|------|--|--|
| 2 | KHARTOUM TO GEDARIF | 1 | TRIP | | |
| 3 | KHARTOUM TO NYALA | 1 | TRIP | | |
| 4 | KHARTOUM TO KADUKALI | 1 | TRIP | | |
| 5 | KHARTOUM TO ED DAMAZINE | 1 | TRIP | | |
| 6 | KHARTOUM TO DILLING | 1 | TRIP | | |
| 7 | KHARTOUM TO MAYO | 1 | TRIP | | |
| 8 | KHARTOUM TO OMDURMAN | 1 | TRIP | | |
| 9 | KHARTOUM TO ALFASHER | 1 | TRIP | | |
| 10 | KHARTOUM TO EDDAEIN | 1 | TRIP | | |
| 11 | KHARTOUM TO ZALINGEI | 1 | TRIP | | |
| 12 | KHARTOUM TO KASSALLA | 1 | TRIP | | |
| 13 | KHARTOUM TO ELGENEINA | 1 | TRIP | | |
| 14 | KHARTOUM TO KOSTI | 1 | TRIP | | |
| 15 | KHARTOUM TO ELFULA | 1 | TRIP | | |
| 16 | KHARTOUM TO ELOBEID | 1 | TRIP | | |

LOT B: TRUCK HIRE SERVICES BETWEEN THE CITIES

**TRUCK HIRE (5 METRIC TONS)
(INCLUDING PROVISION OF FUEL, DRIVER, TAXES,INSURANCE, LOADING AND OFFLOADING)**

| S/N: | SERVICE DESCRIPTION | UNIT | UNIT OF MEASURE | UNIT PRICE (USD\$) | COMMENT (if any) |
|------|---------------------|------|-----------------|--------------------|------------------|
| 1 | WITHIN KHARTOUM | 1 | TRIP | | |
| 2 | KHARTOUM TO GEDARIF | 1 | TRIP | | |
| 3 | KHARTOUM TO NYALA | 1 | TRIP | | |

| | | | | | |
|----|-------------------------|---|------|--|--|
| 4 | KHARTOUM TO KADUKALI | 1 | TRIP | | |
| 5 | KHARTOUM TO ED DAMAZINE | 1 | TRIP | | |
| 6 | KHARTOUM TO DILLING | 1 | TRIP | | |
| 7 | KHARTOUM TO MAYO | 1 | TRIP | | |
| 8 | KHARTOUM TO OMDURMAN | | TRIP | | |
| 9 | KHARTOUM TO ALFASHER | 1 | TRIP | | |
| 10 | KHARTOUM TO EDDAEIN | 1 | TRIP | | |
| 11 | KHARTOUM TO ZALINGEI | 1 | TRIP | | |
| 12 | KHARTOUM TO KASSALLA | 1 | TRIP | | |
| 13 | KHARTOUM TO ELGENEINA | 1 | TRIP | | |
| 14 | KHARTOUM TO KOSTI | 1 | TRIP | | |
| 15 | KHARTOUM TO ELFULA | 1 | TRIP | | |
| 16 | KHARTOUM TO ELOBEID | 1 | TRIP | | |

**TRUCK HIRE (10 METRIC TONS)
(INCLUDING PROVISION OF FUEL, DRIVER, TAXES, INSURANCE, LOADING AND OFFLOADING)**

| S/N: | SERVICE DESCRIPTION | UNIT | UNIT OF MEASURE | UNIT PRICE (USD\$) | COMMENT (if any) |
|------|-------------------------|------|-----------------|--------------------|------------------|
| 1 | WITHIN KHARTOUM | 1 | LOADED TRIP | | |
| 2 | KHARTOUM TO GEDARIF | 1 | LOADED TRIP | | |
| 3 | KHARTOUM TO NYALA | 1 | LOADED TRIP | | |
| 4 | KHARTOUM TO KADUKALI | 1 | LOADED TRIP | | |
| 5 | KHARTOUM TO ED DAMAZINE | 1 | LOADED TRIP | | |

| | | | | | |
|----|-----------------------|---|-------------|--|--|
| 6 | KHARTOUM TO DILLING | 1 | LOADED TRIP | | |
| 7 | KHARTOUM TO MAYO | 1 | LOADED TRIP | | |
| 8 | KHARTOUM TO OMDURMAN | | | | |
| 9 | KHARTOUM TO ALFASHER | 1 | LOADED TRIP | | |
| 10 | KHARTOUM TO EDDAEIN | 1 | LOADED TRIP | | |
| 11 | KHARTOUM TO ZALINGEI | 1 | LOADED TRIP | | |
| 12 | KHARTOUM TO KASSALLA | 1 | LOADED TRIP | | |
| 13 | KHARTOUM TO ELGENEINA | 1 | LOADED TRIP | | |
| 14 | KHARTOUM TO KOSTI | 1 | LOADED TRIP | | |
| 15 | KHARTOUM TO ELFULA | 1 | LOADED TRIP | | |
| 16 | KHARTOUM TO ELOBEID | 1 | LOADED TRIP | | |

**TRUCK HIRE (20 METRIC TONS)
(INCLUDING PROVISION OF FUEL, DRIVER, TAXES AND INSURANCE, LOADING AND OFFLOADING)**

| S/N: | SERVICE DESCRIPTION | UNIT | UNIT OF MEASURE | UNIT PRICE (USD\$) | COMMENT (if any) |
|------|-------------------------|------|-----------------|--------------------|------------------|
| 1 | WITHIN KHARTOUM | 1 | LOADED TRIP | | |
| 2 | KHARTOUM TO GEDARIF | 1 | LOADED TRIP | | |
| 3 | KHARTOUM TO NYALA | 1 | LOADED TRIP | | |
| 4 | KHARTOUM TO KADUKALI | 1 | LOADED TRIP | | |
| 5 | KHARTOUM TO ED DAMAZINE | 1 | LOADED TRIP | | |
| 6 | KHARTOUM TO DILLING | 1 | LOADED TRIP | | |
| 7 | KHARTOUM TO MAYO | 1 | LOADED TRIP | | |

| | | | | | |
|----|-----------------------|---|-------------|--|--|
| 8 | KHARTOUM TO OMDURMAN | | | | |
| 9 | KHARTOUM TO ALFASHER | 1 | LOADED TRIP | | |
| 10 | KHARTOUM TO EDDAEIN | 1 | LOADED TRIP | | |
| 11 | KHARTOUM TO ZALINGEI | 1 | LOADED TRIP | | |
| 12 | KHARTOUM TO KASSALLA | 1 | LOADED TRIP | | |
| 13 | KHARTOUM TO ELGENEINA | 1 | LOADED TRIP | | |
| 14 | KHARTOUM TO KOSTI | 1 | LOADED TRIP | | |
| 15 | KHARTOUM TO ELFULA | 1 | LOADED TRIP | | |
| 16 | KHARTOUM TO ELOBEID | 1 | LOADED TRIP | | |

Annex B: Vendor Information form



INTERNATIONAL RESCUE COMMITTEE
Vendor Information Form

The information provided will be used to evaluate the Company before contracting with the IRC.

Please complete all fields.
Fields marked (*) are mandatory.

Vendor Information

| | |
|---|--|
| *Company\Organization Name | |
| *For individual vendors, provide legal first and last name | |
| *Any other names company is operating under (Acronyms, Abbreviations, Aliases) if any | |
| *Previous names of the company | |
| *Address | |
| *Website | |
| *Phone/Fax Numbers | Phone: _____ Fax: _____ |
| *Primary Contact | First Name: _____ Last Name: _____ Phone Number: _____ Email Address: _____ |
| *Number of Staff | |
| Number of Locations | |
| Avg. \$ Value of Stock on Hand | |
| *Name(s) of Company Owner(s) or Board of Directors or CEO | |
| *Parent companies, if any | |
| *Subsidiary or affiliate companies, if any | |

Financial Information

| | |
|---|--|
| *Bank Name and Address | |
| *Name under which company is registered at bank | <u>This field is mandatory if Wire Transfer is the selected payment method</u> |

| | |
|---|--|
| *Specify Standard Payment Terms (Net, 15, 30 days etc.) | |
| *Payment Method (select all that applies) | Payment By: <u>Check</u> Yes No <u>Wire Transfer</u> Yes No <u>Cash</u> Yes No |
| *Name under which company is registered at bank | |
| *Bank account number | <u>This field is to be completed upon notification of awarding of order\contract</u> |
| Routing Number | <u>This field is to be completed upon notification of awarding of order\contract</u> |
| Swift code (if applicable) | <u>This field is to be completed upon notification of awarding of order\contract</u> |

Product/Service Information

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

Documentations as applicable:

| | |
|---|---|
| *Registration | Provided ____ Not provided: ____ Reasons: ____ |
| *Tax ID (W9, Tax exempt certificate. etc.) | Provided ____ |
| US Vendors only *Do you require a Form 1099? | Yes ____ No ____ |

References (optional)

| | |
|--------------|--|
| Client Name: | <u>Contact Name, Phone, Email Address:</u> |
| Client Name: | <u>Contact Name, Phone, Email Address:</u> |
| Client Name: | <u>Contact Name, Phone, Email Address:</u> |

Vendor 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 Vendor status and disqualification of Company from participation in future IRC procurement.
9. Vendor hereby confirms that the organization is not conducting business under other names or alias's that have not been declared to IRC.
10. Vendor hereby confirms it does not engage in theft, corrupt practices, collusion, nepotism, bribery, or trade in illicit substances.

By signing the Vendor 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.

Annex C: IRC Conflict of Interest and Vendor 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, which can be found at: <https://www.rescue.org/page/our-code-conduct> and IRC’s Combating Trafficking in Persons Policy, which can be found here: <https://rescue.app.box.com/s/h6dv915b72o1rnapxg3vczbqxjtboyel>.

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 and Legal Compliance

- 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 hereby 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 warrants that the organization is not conducting business under other names or alias's that have not been declared to IRC.
- Supplier hereby warrants that it does not engage in theft, corrupt practices, collusion, nepotism, bribery, trade in illicit substances, or terrorism or support of terrorism.
- Supplier hereby warrants that it complies with all applicable laws, statutes and regulations, including, but not limited to, export controls, import controls, customs regulations, trade embargoes and other trade sanctions and laws governing unlawful boycotts and payments to foreign government officials.

Supplier hereby 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.

Disclosures of conflict of interest shall be made in writing to the IRC Supply Chain Coordinator or Deputy Director of Operations in your country. For global procurement, please write to GSCQA. Email: GSCQA@rescue.org

These IRC officials shall then determine whether a conflict exists and is material, and whether the contemplated transaction may be authorized as just, fair, and reasonable. If conflict exists, then the supplier with such a conflict shall be prohibited from participating in the transaction.

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 Ethicspoint, irc.ethicspoint.com or call Ethicspoint 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: Intent to Bid Form



**International Rescue Committee, Inc.
Intent to Bid**

IRC Reference #: _____

Company Name _____

(Please indicate #1 or #2 below)

1. It is the intent of this company to submit a response to the (Title of RFP) 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 _____

Annex E: TERMS OF REFERENCE (TOR)

The service provider is expected to provide the following services: These include provision of cars and fixed driver rental or hire services on a need basis, quarterly, bi-annual and annual basis, as well as ad-hoc drivers & cars on daily and weekly basis when the office has a large demand for transport service between cities.

- a) Vehicles hire services on daily, weekly, monthly, quarterly, bi-annual, and annual basis. All rented vehicles should have comprehensive insurance coverage and GPS tracking system. The ad-hoc rented vehicles for short periods such as daily to weekly between cities should be supplied with fuel by the service provider (if possible).
- b) Drivers rented on daily, weekly, monthly, quarterly, bi-annual, and annual basis. The drivers should be appointed on long term contract basis and should receive their monthly salary along with benefits such as the social security, medical insurance plans.
- c) Point to point transportation services as explained in the ancillary services and short term rented drivers and vehicles: Such services should include the driver, the vehicle and fuel cost.
- d) All vehicles should be maintained and cleaned by the service provider on regular basis before taking an IRC staff and goods on board.
- e) All drivers should be monitored by the service provider for their driving behaviors, speed acceleration, harsh braking, and drugs use, criminal records. IRC does not accept drivers with criminal records.
- f) All drivers will be required to complete on daily basis the vehicle's log- book or log sheet which include the destination, the date, the name of the driver, the car plate number, the start and end time per trip and the mileage.
- g) Provision of standard uniform to the appointed drivers. All drivers must comply with the standard company's uniform on daily basis with no exception.

4. EXPECTED DELIVERABLES

4.A The car and driver rental services must include the following:

- a) All vehicles assigned to IRC should be in excellent condition. The assigned vehicles should have manufacturing year of 2020 and onwards. IRC is not liable for the maintenance of the Provider's vehicles. The Provider will be responsible for its vehicles' maintenance and cleaning services.
- b) All vehicles and drivers should be tracked through the GPS tracking system for their movement, location, speed, driving behaviors including the speed acceleration and harsh braking.
- c) The Provider is expected to complete a vehicle logbook on daily basis indicating the date of the trip, start/end mileage, driver name, passenger's signature. The log sheet needs to be verified by IRC representative on daily basis. For the goods carried on truck, the driver will be expected to sign the waybill and delivery the goods safely to their destination.
- d) The Provider's drivers and vehicles will be the liability of the Provider. IRC is not responsible in case of accidents.
- e) The Provider and driver are expected to provide comprehensive insurance coverage during the period of the awarded contract with IRC. IRC will not be held liable in case of accidents.
- f) The Provider is required to inform IRC within 48 hours in advance in case of a change of the driver or vehicle assigned to IRC account.
- g) The service provider shall provide car and driver rental services only when requested by IRC Supply Chain Manager who is directly in charge of transport services. The services shall be based on written instructions by official email by IRC transport section.
- h) The service provider shall provide qualified personnel to accomplish the work required by this contract. The service provider's drivers must read, write, speak and understand English. It is the Provider's responsibility to ensure that all contracted employees are qualified to perform the specified job task.

- i) Use of Alcoholic Beverages/Drugs: The use of alcoholic beverages or illegal drugs by service provider's personnel, while on duty, is strictly forbidden. The Provider shall immediately remove and replace employees who are under the influence of alcohol or drugs.
- j) The service provider shall provide cars with comprehensive insurance coverage (including drivers). This is considered a mandatory requirement, where non-compliance will result terminating the contract.
- k) Should the successful service provider be unable to provide the services required by IRC within 2 working days of contract commencement or during the course of contract, IRC shall have the right to procure services from the market and any additional expenses associated with this action will be borne by the service provider. This is considered a mandatory requirement, where non-compliance will result in terminating the contract.
- l) The service provider undertakes sole responsibility for taxes and any other charges of public nature, which are or may be assessed in future against the service provider.
- m) Personnel acting on behalf of the service provider shall not be entitled for any benefit, payment, compensation, or entitlement except for as provided to the service provider by this agreement.
- n) The services rendered by the service provider must be performed in full consideration to the confidentiality and secrecy.

4.B-Driver Qualifications & Entitlements:

The assigned drivers to IRC account must have the following:

- a) At least 4 years of driving experience in driving passengers with knowledge of the local traffic rules and knowledge of the different locations within Sudan. IRC has the right to disapprove any driver who is found disqualified to provide such services.
- b) Clear Criminal history, clear alcohol records, clear drugs records and clear sexual harassment records. IRC has the right to request proof of such records and has the right to interview the driver.
- c) Good knowledge reading, writing, and speaking English as a second language.
- d) The driver must be a Sudanese National with a national ID and should have a valid driving of at least Class B, CM, DL driving license from Ministry of Interior or its licensed provider or authority.
- e) Must have at least two years' progressive accident-free driving experience. The driver must also be professional and disciplined.
- f) Must possess basic technical and regular maintenance knowledge of vehicles.
- g) The driver must maintain high standards of personal hygiene and must wear uniform during the working hours. The driver must be equipped with mobile phone and sim card provided by the service provider

4.C Driver Responsibility: The assigned drivers will be responsible for the following:

- a) The driver will report to the IRC transportation focal point on all operational issues related to their day-to-day duties.
- b) The driver must complete the daily logbook detailing the grant codes, locations visited, the names of the passengers and their signatures, the dates of the trips, the start and end odometer and the mileage, signed by IRC focal point or project staff.
- c) The driver must comply with the traffic laws, IRC will not be responsible for any damages to the rented car that results from the driver's noncompliance to the traffic laws.
- d) The driver will not discuss his movement details with any third party that is not related to IRC.

- e) The driver to follow IRC code of conduct (to be shared upon awarding the contract)
- f) Driver will not smoke in the car, no accelerate the speed or harsh brake. The driver should not leave the vehicle motor open when the vehicle is not moving.
- g) The driver shall be present at IRC at 8:00 AM or such a time as will be communicated; to be prepared for his daily assignment.

IRC Responsibilities:

- a) IRC will provide a contact for the fleet focal person who will be the primary point of contact and in charge of managing the day-to-day transport services and request additional drivers and vehicles on ad-hoc basis.
- b) All requests for ad-hoc daily and weekly cars and trucks should be presented through an official email sent at least 24 hours in advance.

5. QUALITY CONTROL & PERFORMANCE INDICATORS FOR EVALUATION OF RESULTS

5.A The performance evaluation will be based on the following criteria:

- a) The turn-over of the assigned drivers: the frequency of the change in the assigned personnel.
- b) The accuracy of the invoices, LOG sheets and logbooks.
- c) The speed in responding to IRC emails, requests, and feedback.
- d) The Provider's monitoring system of its drivers' behavior.
- e) Inability to provide services either due to vehicle breakdown or drivers being absent.
- f) The condition of the vehicles assigned to IRC account.
- g) The level of training provided to its assigned personnel.
- h) The Provider's control measures over its assigned drivers including their commitment to IRC working schedule.
- i) The Provider's compliance with the Sudan labor law.

5.B Frequency of performance reviews: Performance reviews to be carried out on periodical basis, once to four times per year, to measure the quality of the services and the Provider's performance as well as review the Provider's comments on any challenges that may arise during the contract period.

5.C Quality Control: The service provider shall establish and operate to monitor on a regular and continual basis the quality of services provided to IRC. These procedures shall include a self-inspection system covering all the services to be performed under the contract and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to IRC.

IRC shall be notified of any deficiencies found and corrective action taken.

5.D Vehicles Tools and Safety Measures: The service provided must ensure that the assigned vehicles to IRC account must include all safety measures and tools to ensure its safety function. Such tools and measures include but not limited to the following:

- a) -Air conditioning
- b) -Spare wheel tire and good tires.
- c) Standard tool kits (including jack and bolt wrench)
- d) Safety Triangle
- e) Fire Extinguisher
- f) Air Pump
- g) Air bags
- h) Seat belts
- i) Sufficient leg space for every traveler
- j) First Aid kit
- k) Valid comprehensive insurance

- l) Valid registration documents or proof of ownership of the vehicle
- 6. REALISTIC DELIVERY DATES AND DETAILS ON HOW THE WORK MUST BE DELIVERED**
- a) The successful service provider must be committed to providing the pool of drivers and vehicles on long term fixed periods of monthly to annual basis and on short term periods of daily to weekly basis.
 - b) All vehicles must be maintained on systematic basis to ensure there are no disruption to the services.
 - c) The Provider must have a system to retain the high performing drivers and therefore minimize the turn- over of drivers which will disrupt the level of services provided to IRC.
 - d) The invoices must be issued within a period of 30 days for each serviced month. IRC will not acknowledge invoices that are older than 30 days or disputed due to inaccurate records.
- 7. Other Terms and Conditions:**
- a) IRC has the right to ask for copies of the Provider's assigned employees' contracts to ensure that they are compliant with the Sudan labor law, ensure that at least the minimum salary is applicable, and to ensure that the employees are medically insured and members of the social security schemes.
 - b) The Provider is not allowed to Delegate the scope of work to some other entity. In case the Provider needs to delegate some certain part of the scope; prior approval from IRC should be granted to the scope, amount, and the quality of the sub-contractor, accordingly, the contractor should submit all required documents to the satisfaction of IRC to approve such sub-contract agreement.
 - c) In case the Provider sub-contracts part of the scope to another company without the approval of IRC then it is understood that IRC may choose to ban the Provider and the sub-contractor from entering the site, terminate the contract without paying any damages or compensations to the Provider whatsoever