



Ref: # IRC/SDN/TENDER/2022/05

# International Rescue Committee Sudan

## Request for Proposal (RFP) For

### CONSTRUCTION AND REHABILITATION WORKS FOR HEALTH FACILITIES IN BLUE NILE

Ref: # IRC/SDN/TENDER/2022/05

Planned Timetable	
Issue Request for Proposal	<i>22 December 2022</i>
Questions from Suppliers due date	<i>29 December 2022</i>
Answers to Suppliers questions due date	<i>3 January 2023</i>
Bid submission due date	<i>8 January 2023</i>
Suppliers return signed Intent to Bid forms due date	<i>8 January 2023</i>
Bid Opening and Evaluation date	<i>10 January 2023</i>
Suppliers visit if applicable	<i>16 January 2023</i>
Award of Business	<i>26 January 2023</i>
Contracts start	<i>01 February 2023</i>

## Table of Content

	Pages
<b>I. INTRODUCTION .....</b>	<b>3</b>
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> .....	4
<b>II. THE BIDDING DOCUMENTS: .....</b>	<b>4</b>
4. <i>The Bidding Documents</i> .....	4
5. <i>Clarification of Bidding Documents</i> .....	4
<b>III. PREPARATION OF BIDS: .....</b>	<b>4</b>
6. <i>Language of Bid</i> .....	4
7. <i>Documents Comprising the Bid</i> .....	4
9. <i>Bid Currencies</i> .....	6
10. <i>Document Establishing Goods Eligibility and Conformity to Bidding Documents</i> ...	6
11. <i>Bid Security</i> .....	6
12. <i>Period of Validity of Bids</i> .....	7
13. <i>Format and Signing</i> .....	7
<b>IV. SUBMISSION OF BIDS .....</b>	<b>7</b>
14. <i>Submission and Marking of Bids:</i> .....	7
15. <i>Modification and Withdrawal of Bids</i> .....	8
<b>V. BID OPENING AND EVALUATION .....</b>	<b>8</b>
16. <i>Preliminary Examination</i> .....	8
17. <i>Evaluation and Comparison of Bids</i> .....	8
18. <i>Contacting the Purchaser</i> .....	9
19. <i>Notification of Award</i> .....	9
<b>VI. CONTRACTING .....</b>	<b>10</b>
20. <i>Contract award and notification</i> .....	10
21. <i>Warranty</i> .....	10
22. <i>Inspection</i> .....	10
23. <i>Price Schedules and Location</i> .....	10
24. <i>Service or consultant agreements</i> .....	10
25. <i>Disclaimer</i> .....	10
26. <i>Ethical Operating Standards</i> .....	<u>10</u>

## 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 Contractor(s) for the International Rescue committee, Sudan Country Program to do Construction at various sites as listed in the table below.

LOT	CODE	DESCRIPTION	Qty
A	1_1048550	Rehabilitation of Village 6 Health Facility in Wedalmahi locality – Blue Nile as per attached BoQ(1)	1
B	2_1048550	Construction of Nutrition screening shade for Village 6 – Blue Nile as per attached BoQ(2.1)	1
C	3_1048550	Construction of Nutrition screening shade for Menza HF in Wdalmahilocality - Blue Nile as per attached BoQ(2.2)	1
D	4_1048550	Construction of Nutrition screening shade for Menchalang Alguwani HF inWdalmahi locality - Blue Nile as per attached BoQ(2.3)	1
E	5_1048550	Construction of Nutrition screening shade for Al-Gari HF in Alrosirs locality - Blue Nile as per attached BoQ(2.4)	1
F	6_1048517	Rehabilitation of Health Facility's Staff Latrine as per BoQs and Drawings in Garri - Ar-rusaires Locality	1
G	7_1048517	Construction of new Block Latrines (2 stances) as per BoQs and Drawings in Menza - Wd elmahi Locality	1
H	8_1048517	Rehabilitation of existing 1 stance latrine in health facility in Menchalang - Wd el Mahi Locality	1
I	9_1048517	Rehabilitation of Health Facility's Latrines (4 stances) in Village 6 - Wd elmahi Locality as per attached BoQs and Drawing	1
J	10_1048517	Construction of new Organic pit as per Drawings and BoQs in Health Facility in Village 6 - Wd elmahi Locality	1
J. I	10.1_1048517	Construction of new incinerator and Ash pit in Health Facility s per Drawings and BoQs in Village 6 - Wd elmahi Locality	1
J. II	10.2_1048517	Construction of new Sharp pit in Health Facility as per Drawings and BoQs in Village 6 - Wd elmahi Locality	1
J.III	10.3_1048517	Construction of Fencing of Medical Waste Zone in Health Facility s per Drawings and BoQs in Village 6 - Wd elmahi Locality	1
K	11_1048517	Construction of new Sharp pit in Health Facility as per Drawings and BoQs in Al-Garri - Ar-rusaires Locality	1
L	12_1048517	Construction of new Sharp pit in Health Facility as per Drawings and BoQs in Menchalang - Wd elmahi Locality	1

All qualified and interested contractors are invited to submit their proposals. **Bidders are encouraged to bid for one of, or all lots.**

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 2022/23. 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 a qualified contractor. 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](mailto:SU-KhartoumProcurement@rescue.org). The request for clarification must reach the purchaser not later than **29 December 2022**. The Purchaser shall respond by e-mail providing clarification on the bid documents no later than **3 January 2023**. 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**. Any printed literature furnished by the Bidder and written in another language shall be accompanied by an **English** translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the **English** 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.

*Eligibility documents that will be checked before technical evaluation (Preliminary Evaluation)*

- *Intent to bid form, completed and signed. Annex F*
- *Profile of the company*
- *Valid: - Certificate of Business registration/Incorporation*
- *Memorandum and Article of Association with names of the owners/shareholders/directors of the company*
- *Copies of National I.D or Passport Bio-page of company owners/directors*
- *Tax Registration Certificate*
- *Valid Tax Clearance Certificate in Sudan*
- *Bank Statement for the last three months or Last audited report*
- *Three (3) References from current or past clients (at least in the last one year)*
- *Provide at least five Certificates of Completion or recommendations from past INGO, Government or UN clients for construction works*
- *Vendor Information form completed and signed. Annex D*
- *IRC Conflict of Interest and Vendor Code of Conduct. Annex E*
- *Bid Bond from a reputable Insurance Company/bank (Which shall reflect 10% of the total bid value, submitted)*

*Technical (Envelop/Folder)*

- *Project workplan*
- *Key Personnel with CVs and academic documents*
- *Certificate of Site Inspection (Annex G) – duly endorsed (signed and stamped) by IRC representative at the respective sites (**IRC Field Coordinator** for Base camp construction sites, **Health Center In-charge** at Health Center construction sites and **WASH Engineer**.)*
- *Evidence of ownership of the equipment (Vehicle Receipts or Registration book) or lease agreement*
- *Technical drawings signed & stamped-Annex A*

*Financial Envelop*

- *Annex A: - Tenderer's Financial Offer Priced Bills of Quantities (BOQs)*
- *Signed and stamped letter to IRC (Purchaser) by the contractor that 70% or more of the work shall be completed using contractor's own resources.*
- *Capabilities of getting loan-letter from a financial institution if contractor doesn't have resources of its own to do the work.*

**8. Bid Prices.**

The Bidder shall clearly indicate the unit price of the items in the Bill of Quantities (BoQ). All unit prices shall be clearly indicated in the space provided in the BoQ, 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 products or 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 and stamp the Bill of Quantities (BoQ)/price schedule with the Bidding Company's seal where feasible.

### **9. Bid Currencies**

All financial rates and amounts entered in the Bid Form and Bill of Quantities/Price Schedule and used in documents, correspondence, or operations pertaining to this tender shall be expressed in **Sudanese Pounds**.

### **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, if 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**

The bidder shall provide the following bonds.

- Bid Bond: The bidder shall provide an equivalent of 10% of the Bid value. Enclose the bid bond in your proposal.
- Performance bond, as a security from a reputable insurance company or bank to guarantee satisfactory completion of a project by the bidder. The performance bond shall be equivalent to 10% of the contract value. This will be issued to IRC by the selected supplier before signing the contract. The performance bond will replace the bid bond when the bid is acknowledged, and a contractor is selected to execute the work.
- The bidder will provide a Retention bond equivalent to 10% of the contract value from a reputable insurance company in case the bidder wants 100% payment. This will be provided after completion of work.
- Any bidder who wishes to get 30% advance payment will have to provide an advance payment guarantee equivalent to 30% of the contract value after award of contract and reasonable mobilization at site.

### **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 characteristics of the goods and services offered.*

## **D. SUBMISSION OF BIDS**

### **14. Submission and Marking of Bids:**

### **15. Submission and Marking of Bids:**

Bidder shall submit **sealed** bids addressed to:

**The Procurement Committee,  
International Rescue Committee  
22 Badr Street Building #43, Taif Area, Khartoum, Sudan**

**All bids shall be submitted before 4:00pm on the 8th of January 2023 (Sudan Time).** All bids are to be put into the box by the Provider provided for the purpose. **NOTE: Bids submitted after the deadline will not be accepted.**

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

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. Please make sure the platform you use for uploading your proposal does not expire.

**Format**

The Bidder’s proposal shall include a **technical proposal** and a **financial proposal**, in **separate sealed envelopes**. **Indicate the reference number and description on the folder as indicated on page 1**. The eligibility documents requested in the “Bid opening and evaluation” section below should be submitted together with the technical proposal envelop/Folder should be properly labeled as “Technical Proposal”. The financial proposals should also be properly labeled as “Financial Proposal”. Should the bidder decide to submit proposals for one of, or more lots as listed in Clause 2, the bidder’s offers comprising of a Technical and Financial Proposal should be submitted for each lot.

**16. 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**

**17. 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.

**18. Evaluation and Comparison of Bids**

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

EVALUATION CRITERIA	Description	Weight (%)
<b>Eligibility</b>	Refers to Bidder’s ability to demonstrate that they have valid business registration, tax certificate, and all registration documents as required by the laws of Sudan. Eligibility criteria will be scored YES / NO. Yes, will proceed to full technical evaluation and NO will be excluded from Technical and Financial evaluation.	<b>Preliminary to pass to the next stage</b>
<b>Key Staff Capacity</b>	Contractor’s Site Supervisor should be a qualified civil Engineer (Bachelor’s Degree) or equivalent with at least five years project management experience. (Attach CV). Refers to the technical experience of the responsible civil engineers and those individuals who are assigned to this project. The presented personnel shall work with the IRC to supervise the construction and must be present to deliver the project.	10%
<b>Contractor’s Past experience</b>	Refers to bidders’ ability to demonstrate relevant experience and technical knowledge of the services required, experience working with IRC, other INGOs, UN Agencies, and Government Institutions. At least five projects of similar	20%



	value and complexity over the past three years. Provide at least five Certificates of Completion or recommendations from past INGO, Government or UN clients for construction works. Provide IRC Certificate of Completion if available. Attaching contracts or photos alone will not earn any score	
<b>Project workplan</b>	Refers to Bidder providing most advantageous Work schedule in terms of weeks (7days/Week). Please specify in weeks for each structure in case you are bidding for more than one structure	10%
<b>Construction machinery</b>	Refers to Bidder's ability to demonstrate that they have the following construction machinery/equipment: <ul style="list-style-type: none"> <li>• Dump /Tipper truck,</li> <li>• Water Tanker</li> <li>• Utility Heavy Truck (at least 10tons)</li> <li>• Light Vehicle (at least 2 tons) Concrete mixer,</li> <li>• Compactor.</li> <li>• Poker Vibrator</li> </ul> Provide evidence of ownership (Receipt/Vehicle Registration Book) of all the above machines. Making a list of the items only will not earn you any score. Provide lease agreement where applicable.	10%
<b>Signed Certificate of Site Inspection</b>	Refers to duly endorsed (signed and stamped) certificate of site Inspection by IRC representative at the respective construction sites (IRC supply chain representative and WASH Engineer.)	5%
<b>Ability to complete most of the work. on its own finances</b>	Signed and stamped letter to IRC (Purchaser) by the contractor that 70% or more of the work shall be completed using contractor's own resources or capabilities of getting loan-letter from a financial institution if contractor doesn't have resources of its own to do the work. And provide bank Statement for the last three months or Last audited report	5%
<b>Payment Terms</b>	Refers to bidder providing the most favorable terms of payment. The Purchaser payment terms are to pay within 30 calendar days of acceptance of services and receipt of invoice.	5%
<b>Financial Proposal</b>	Most competitive offer as per price Bill of Quantities-Annex A	35%
<b>TOTAL% SCORE</b>		<b>100%</b>

### **19. 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 Contractor is announced.

### **20. 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 the construction works. At this stage IRC may also choose to negotiate with the selected bidder to finalize the offer.

## **F. CONTRACTING**

### **21. 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 contract and perform its obligations satisfactorily.

### **22. Warranty**

The Contractor shall warrant that the goods to be supplied are new, unused, of the most recent or current models (products) and meet the Purchaser's specifications.

The warranty shall remain valid for a period of time as may be specified by the 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 if any.

### **23. Inspection**

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

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

### **24. Price Schedules and Location**

The construction works will take place in the respective locations indicated in Annex A. **Available as a downloadable zip folder labelled "BOQs" or can be download from (<https://tinyurl.com/IRCTender1>)**

### **25. 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.

### **26. 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.

The Purchaser reserves the right to award in part or whole for the listed lots.

## **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 contractor

- (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](http://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.

## **H. Annexes**

- Annex A: Bidders must submit their financial offers in accordance with the BOQs provided under ANNEX A of this RFP document. Available as a downloadable zip folder labelled "BOQs" or can be download from (<https://tinyurl.com/IRCTender1>)
- Annex A Technical Drawings (Available as a downloadable zip folder labelled "BOQs" or can be download from (<https://tinyurl.com/IRCTender1> )
- Annex C Vendor Information form
- Annex D IRC Conflict of Interest and Supplier Code of Conduct form
- Annex E Intent to Bid Form
- Annex F: Certificate of Pre-Tender Site Inspection

**Annex C: 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 aliases 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 D: 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/h6dv915b72o1rmapxg3vczbqxjtboyel>.

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 to 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](mailto: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](http://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 E: 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 F: CERTIFICATE OF PRE-TENDER SITE INSPECTION**



INTERNATIONAL RESCUE COMMITTEE, (IRC) INC.

**Sudan Program**

**CERTIFICATE OF PRE-TENDER SITE INSPECTION**

This is to Certify that Mr/Mrs/Ms/Eng.....  
of.....(Firm) on  
..... (Date) carried out an inspection of the proposed site(s) of the Works to be  
undertaken for Contract No. ....

This further certifies that the Tenderer is fully conversant with all Site conditions and information necessary for preparing the Tender and entering into a Contract for the completion of all Works according to the Specifications and the Programme for Work.

(Name):.....

(Signature):.....

(Designation):.....

duly authorized to sign Tenders on behalf of  
.....

Date:.....

**Note: This form should be completed and submitted with the Tender.**