



# **International Rescue Committee** **KENYA COUNTRY PROGRAM- LODWAR** **FIELD OFFICE**

## **Request for Proposal (RFP)** **IRC2KE/KELOD/IFI-2024**

### **(Provision of Hotel Conference and Accommodation Services)**

Vendors within Turkana County and its environs are highly encouraged to apply.

Planned Timetable	
Issue Request for Proposal	8th July 2024
Suppliers return signed Intent to Bid forms due date	15 <sup>th</sup> July 2024
Questions from Suppliers due date	15th July 2024
Answers to Suppliers questions due date	16 <sup>th</sup> July 2024
Bid submission due date	25 <sup>th</sup> July 2024
Bid Opening and Evaluation date	TBC
Suppliers visit if applicable	TBC
Award of Business	TBC
Contract start	TBC

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## 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 Kenya Program-Lodwar Field Office to provide **Provision of Hotel Conference and Accommodation Services** to IRC Lodwar Field Office. 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 Kenya. Bidders shall be regular taxpayers and shall furnish a copy of their operating license/certificate of registration valid for the fiscal year 2023/2024. 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.

*The Bidding documents shall include the following documents:*

- *The Request for Proposal – RFP (this document).*
- *The categories of goods*
- *Specification (provided on each item).*
- **Price offering sheet** (space provided on the list) (**Appendix 1**)
- **Terms of Reference** (**Appendix 2**)
- **Intent to bid form** (**Appendix 3**)
- **Vendor Information Form & IRC Conflict of Interest & Supplier Code of Conduct form** (**Appendix 4**)

## 5. Clarification of Bidding Documents

A prospective Bidder requiring clarification of the Bidding Documents may notify the Purchaser in writing at [Procurement.Nairobi@rescue.org](mailto:Procurement.Nairobi@rescue.org). The request for clarification must reach the purchaser not later than 15<sup>th</sup> July 2024. The Purchaser shall respond by e-mail providing clarification on the bid documents no later than 16<sup>th</sup> July 2024. 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.

### 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.

#### **Technical Proposal (These documents should be presented in the order in which they are listed below)**

- Profile of the company (not more than 5 pages). - Should include- company profile includes the story of the company's founding and describes its products or services.
- Certificate of Business registration in Kenya.
- Valid Tax Compliance Certificates
- Valid business permit from the local authority.
- Valid food handlers' certificate/Health Certificate.
- Effluent Discharge Licenses by National Environment Management Authority (NEMA).
- A copy of valid workplace registration Certificate from the Director of Occupational Safety and Health Services.
- Tourism Catering Levy Compliance Certificate.
- License from Tourism Regulatory Authority.
- Valid Fire Inspection Compliance Certificate.
- Three (3) References from current or past clients (at least 3 in the last two year) This should be indicated in Vendor Information form (Appendix 4) page 17)
- List of previous supplies/Experience at least for the last 2 years (Attach 3 copies of contracts/PO or delivery note for similar experience.
- Terms of Reference (**Appendix 2**) completed and signed
- Intent to bid form (**Appendix 3**), completed and signed (A copy of this form should be submitted to IRC on or before 15<sup>th</sup> July 2024 through the [Procurement.Nairobi@rescue.org](mailto:Procurement.Nairobi@rescue.org))
- Vendor Information Form & IRC Conflict of Interest & Supplier Code of Conduct form (**Appendix 4**), completed and signed.

#### **Financial Proposal**

- A Bid detailing the unit price **only in the sheet given for the purpose; (Appendix 1)**

**8. Bid Prices.**

The Bidder shall clearly indicate the unit price of the goods it proposes to supply. 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 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 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 **Kenyan Shillings**.

**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**

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 physical sealed bids and shall be placed in the IRC Tender Box at the reception desk at:**

**IRC Lodwar office, Tobong Lore Road, Near The Cradle hotel in a sealed envelopes not later than  
25<sup>th</sup> July 2024, before 5:00 PM EAT on**

All bids shall be placed in the box provided for this purpose. Bids submitted after the deadline will not be accepted. 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:

1. **Technical proposal** (inclusive of documents as articulated in clause 7 of this RFP)
2. **Financial proposal**,  
In separate envelope but both sealed in one envelope.

***The two proposals shall be in put in separate envelopes and the two envelopes in one big envelope labelled with reference number and description eg IRC Reference #: IRC/KELOD/IFI-2024, Provision of Hotel Conference and Accommodation Services and physically delivered to IRC address indicated above.***

***Prices must be in Kenya Shillings. VAT and other taxes payable should be clearly indicated.***

#### **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 and evaluated by the IRC Procurement Committee, with the scoring criteria below.

<b>EVALUATION CRITERIA</b>		<b>Description</b>	<b>Weight (%)</b>
<b>Eligibility</b>	Refers to Bidder's ability to demonstrate that they have the documents as listed in clause 7. Note: To proceed to full technical evaluation bidder should provide all the documents listed in clause 7	YES/NO Scoring	YES/NO
<b>Financial Proposal</b>			
<b>Financial proposal (Price in prescribed format)</b>	Refers to the offer price in prescribed format (Appendix 1), including taxes, duties, delivery charges, and payment terms	This shall be weighted against lowest bid having the highest scores% (Lowest bidder/tender bid 40%)	40%
<b>Technical evaluation</b>			

<b>Payment terms</b>	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 and receipt of invoice	<i>Scoring points are 0-4, with score 4 having full 10% for providing upfront details and documents.</i>	10%
<b>Experience</b>	Refers to Bidder's ability demonstrate relevant experience and technical knowledge of the goods and services required, experience working with IRC and other INGOs. <b>Provide list of previous supplies/Experience at least for the last 2 years (Attach 3 copies of contracts/PO or delivery note for similar experience.)</b>	<i>Scoring points are 0-4, with score 4 having full 20%.</i>  <i>Experience working with IRC and other INGOs.2 points. Or worked with other reputable organizations. 1 point. (Attach 3 copies of contracts/Pos or delivery notes for similar experiences) for the last 2 years.</i>  <i>At least 2 Pos for the last 2 years should have a value of KSH 100,000 and above. Score 1 point</i>  <i>Experience for at least for the past 1 year. (share certificate of registration/incorporation) 1 point</i>	20%
<b>Supplier visit</b>	Refers to supplier's capacity to deliver contracted goods as assessed by a physical visit by IRC staff members/tender committee. Bidders must demonstrate that they have enough accommodation rooms, conference halls and enough staff to meet organization's demands.	<i>Scoring points are 0-4, with score 4 having the full 30%</i>  <i>Premise (Existence of a hotel)-scores 1 point.</i> <i>Capacity to deliver as assessed by Procurement committee by confirmation of the Terms of Reference Appendix 2)- scores 3 points.</i>	30%
			<b>100%</b>

### 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 Master Service Agreement for the specific goods and/or services. At this stage IRC may also choose to negotiate with the selected bidder to finalize the offer.

## **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 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 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 **Kenyan** Law if any.

**22. Inspection**

The Purchaser shall have the right to inspect the goods 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 goods 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 Hotel, conference and Accommodation Services to IRC Lodwar program should NOTE that this MSA is only for IRC, Lodwar Field office.**

**24. Service or consultancy 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](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.

Attached Form/Documents

- Appendix 1- Price offering/schedule sheet
- Appendix 2 -Intent to Bid
- Appendix 3-Vendor information form & IRC conflict of interest & Supplier code of Conduct

**Appendix 1 Price schedule/quotation****ROOM SERVICES**

#	Description	Unit	Bed and Breakfast in KES inclusive of VAT	Bed only In KES inclusive of VAT
1	Standard	Room		
2	Double	Room		
3	Deluxe	Room		
4	Executive	Room		
<b>CONFERENCE FACILITY</b>				
1	Conference facility- full day	Full day package (Morning tea and 4 o'clock tea. Buffer lunch plus soda and water. Stationery and projector.		
2.	Conference facility half day	Half day package (Morning tea Buffer lunch plus soda and water. Stationery and projector.		
<div> <b>Hall capacity</b> <div>No. of Pax</div> </div>				
1.	No of Pax for Conference facility		Hall 1	
2.	No of Pax for Conference facility		Hall 2	

***Note: Services to be provided in Lodwar***

*Terms of Reference (Appendix 2)***Give details and attach documents where necessary.**

	YES or NO and Provide Details
- Location of the hotel –	
Designated Security Companies/Guarding Services (Security Company, Guards, Guards' alarm System, Fire Brigade, Ambulance	Share detail here
Availability of breakout rooms for the conference facility	
Provision of air conditioner in the conference and accommodation rooms	
- Availability of internet access in the accommodation & conference rooms - specify bandwidth	
- Availability of smoking and non-smoking rooms	
- Availability of other ancillary services such as hire of LCD/Projectors, microphones, video conferencing in the conference facility.	
- Booking cancellation policy (in hours) for both conference and accommodation bookings.	
- Provision for persons with disability (i.e. ramps, lifts...etc)	
- Fire exits and fire extinguishers availability all key places including rooms	
Fire Emergency Detection & Prevention	
• Smoke detectors	
• Fire blanket	
• Fire extinguishers	
• Electrical installations	
• Fire escape routes	
• Class A fires	
- Security systems available (guarding, CCTV, panic button, alarms...etc)	
- Availability of parking and capacity	
- Other amenities: swimming pool, gym, kids play area, outdoor space, breastfeeding space, team building space.	
Power back up system.	
Water capacity storage and systems.	
Access to health facility. Is there an inhouse nurse or doctor? Distance to the nearest health facility.	

**Appendix 3 Intent to Bid**



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

**IRC Reference #: IRC/KELOD/ IFI-2024**

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) \_\_\_\_\_

Email \_\_\_\_\_

**Appendix 4 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 consultants, provide legal first and last name		
*Any other names company is operating under (Acronyms, Abbreviations, Aliases) if any		
*Previous names of the company		
* BOX Address & Physical Location of your business/Premises		
*Website		
*Phone/Fax Numbers	Phone:	Fax:
*Primary Contact	First Name:	Last Name:
	Phone Number:	Email Address:
*Email address of Accounts Receivable person or team		
*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		

<b>*Subsidiary or affiliate companies, if any</b>	
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**Financial Information**

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

**Product/Service Information**

<b>List Range of Products/Services Offered</b>	
<b>Basis For Pricing (Catalog, List, etc.)</b>	

**Documentations as applicable:**

<b>*Registration</b>	Provided _____ Not provided: _____ Reasons: _____
<b>*Tax ID (W9, Tax exempt certificate. etc.)</b>	Provided _____
<b>US Vendors only</b> <b>*Do you require a Form 1099?</b>	Yes_____ No_____



**References (must)**

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

**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 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.

### **IRC Conflict of Interest and Vendor Code of Conduct**

Vendor hereby agrees that Vendor and Vendor'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. Vendor 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**

- Vendor 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 Vendor’s business activities.

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

**Vendor 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.

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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 vendor with such a conflict shall be prohibited from participating in the transaction.

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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 vendor 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.

Vendor Name:
Signature:
Title:
Print Name:
Date:

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