

# International Rescue Committee SOUTH SUDAN COUNTRY PROGRAM

## **Request for Proposal (RFP)**

# PROVISION OF ENVIRONMENTAL AND SOCIAL CONSULTANCY SERVICES

Planned Timetable				
Issue Request for Proposal	30th of December 2024			
Suppliers return signed Intent to Bid forms due date	2 <sup>nd</sup> of January 2025			
Questions from Suppliers due date	3 <sup>rd</sup> of January 2025			
Answers to Suppliers questions due date	6 <sup>th</sup> of January 2025			
Bid submission due date	14th of January 2025			
Bid Opening and Evaluation date	15th of January 2025			
Suppliers visit if applicable	16 <sup>th</sup> – 17 <sup>th</sup> of January 2025			
Award of Business	25th of January 2025			
Contract start	1 <sup>st</sup> of February 2025			

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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.

The IRC has been operating in South Sudan since 1989 to assist in Humanitarian interventions; it is registered and obtained Certificates of NGO operation from Relief & Rehabilitation Commission (RRS) under serial No: 020. In South Sudan, IRC currently operates in the field sites of; Rumbek, Nyal, Ganyiel, Bentiu, Ajoung Thok, Malualkon, Panthou, Koch, Mayendit and Aweil Town and in Juba Country head office supported by the following donors: UNHCR, OFDA, DFID, HPF, UNDP, SV, Irish Aid, Europe Aid, SIDA, BPRM, UNICEF, GFFO, SSHF, GAC, BHA. World Bank The regular sectors in IRC South Sudan are Health, Nutrition, Child Protection, Women Protection & Empowerment, Governance, Protection Mainstreaming, and Economic Recovery & Development.

### 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 (South Sudan Country Program to:

#### Provision of the consultant Services to the World Bank Project in Aweil East and West

The winning Bidder will enter into a fixed price agreement for execution of Consultancy services. Bidders shall be domiciled in and shall comply with all Government Regulations to operate in South 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 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).
- Price Schedule/ Consultation fee (Annex A)
- IRC TOR Environmental & Social Consultancy Services (Annex B)
- Vendor Information form & Conflict of Interest (Annex C)

• Intent to bid (Annex D)

#### 5. Clarification of Bidding Documents

A prospective Bidder requiring clarification of the Bidding Documents may notify the Purchaser in writing at <u>SS-Procurement@rescue.org</u>. The request for clarification must reach the purchaser not later than 3<sup>rd</sup> of January 2025. The Purchaser shall respond by e-mail providing clarification on the bid documents no later than 6<sup>th</sup> of January 2025. 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.

1. Intent to bid form Annex D – submitted by email to <u>SS-Procurement@rescue.org</u> on or before 2<sup>nd</sup> of January 2025

#### 2. Eligibility documents

- Cover Letter Expressing Interest to be a contracted Contractor.
- Completed Vendor Information Form & Conflict of Interest Annex C.
- Certificate of Incorporation.
- Memorandum & Articles of Association with names of the Owners shareholders/directors of the company.
- A Certificate of Business Registration or Operation License in South Sudan.
- Copies of National I.D or Passport Bio-page of company owners/directors
- Operation License
- Valid Tax clearance certificate
- Profile of the Company Maximum 4 Pages
- Bank Details
- Contacts of three (3) references from current or past clients (at least in the last one year, the same clients should appear in the Vendor information form Annex & Conflict of Interest C, Reference section)

#### 3. Technical offer

Consultant work schedule in weeks - Specify time required to do mobilization of resources and staff

to complete consultancy though Gantt Chart of Works.

- Methodology for implementation. This should include step by step description of works.
  Consultants are expected to breakdown their key activities in this section highlighting the technical
  steps programmed for implementation. The methodology must be clearly linked to the Gannt charts
  timeframes.
- Consultant's experience demonstrates relevant experience and technical knowledge of the services required, experience working with IRC and other INGOs. At least three projects of similar/ higher value and complexity over the past two years. Contractor to provide description or proof of successfully completing Environmental Consultancy in the past (completion certificates, sample reports of similar report assignment, etc.)
- Consultant's Key Personnel (Attach CV).
  - Lead Consultant
  - Environment Scientist.
  - Social Scientist, (Sociologist, FSL Specialist, Rural Development Specialist)
  - Ecologist,
  - Gender and protection specialist,
  - GIS/Geo-Spatial Analyst,
  - Hydrologist

#### 4. Financial Offer

- Completed Price Schedule / Bill of Quantities. Annex A
- Provide preferred payment terms.

#### 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 **United States Dollars 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 Consultancy services' conformity to the Bidding Documents may be in the form of technical specifications, literature, maps, reports, 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 characteristics of the goods and services offered.

#### D. SUBMISSION OF BIDS

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

Bidder shall submit sealed bids addressed to: **SS-Tender@rescue.org** or physically dropped at the below:

The Procurement Committee, International Rescue Committee Aptech Africa Building Office 3<sup>rd</sup> and 4<sup>th</sup>, Plot 63 Hai Malakal Juba, South Sudan

All bids shall be submitted before 4:30pm on the 14<sup>th</sup> of January 2025 (South Sudan local Time). All bids shall be submitted physically at the IRC head office in Juba, South Sudan. NOTE: 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.

#### Format

The Bidder's proposal shall include:

- 1. Eligibility documents
- 2. Financial proposal.
- 3. Technical Proposal

The bids shall be submitted, in separate sealed envelopes to the above address, clearly indicate the tender reference number **REF# IRC/SS/JUB/ CONSULT/2024** 

#### 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 below scoring criteria.

## **ELIGIBILITY**

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 South Sudan.  Eligibility criteria will be scored YES / NO. Yes, will proceed to full technical evaluation and NO will be excluded from the next step.	Preliminary to pass to the next stage

#### **TECHNICAL EVALUATION CRITERIA**

EVALUATION CRITERIA	DESCRIPTION	WEIGHT (%)
Key Staff Capacity	Qualification & Experience of Project Key Staff /Implementing personnel: Provide CVs  • Lead Consultant • Environment Scientist, • Social Scientist, (Sociologist, FSL Specialist, Rural Development Specialist) • Ecologist, • Gender and protection specialist, • GIS/Geo-Spatial Analyst, • Hydrologist.	18%
Contractor's Past experience of similar projects	Refers to bidders' ability to demonstrate relevant experience and technical knowledge of the services required, experience working with IRC and other INGOs. At least three projects of similar/ higher value and complexity over the past two years. Contractor to provide description or proof of successfully completing Environmental Consultancy in the past (completion certificates, Sample report of similar assignment etc.)	10%
Schedule of Work	Refers to Bidder providing most advantageous Work schedule of and Specify time required to do mobilization of resources and staff to complete consultancy services.	7%
Methodology	Contractor to describe how they will complete project deliverables including clearly stated timelines (Activity sequencing, with Gannt charts showing all the steps in implementation.)	15%
Documentation.	Refers to the Bidder providing most advantageous Timelines showing submission of report after data collection, i.e. is reports, maps and other relevant documentation addressing all the requisitions in the TOR.	10%
TOTAL% SCORE		60%

## **COMMERCIAL / FINANCIAL CRITERIA**

EVALUATION CRITERIA	DESCRIPTION	WEIGHT (%)
Financial Proposal	Most competitive offer as per price Schedule/Bill of Quantities (Annex A) Financial Proposal = Lowest Price x 4 Bidders Price	40%
TOTAL% SCORE		40%

#### 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 construction contract 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 Construction contract 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 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 (South Sudan) 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 reputable 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

The Environmental and Social Consultancy works will take place in Aweil East and Aweil South, but all documentation regarding this tender shall be submitted to Aptech Africa Building Office 3rd Floor, Hai Malakal, Juba South Sudan, OR **SS-Tender@rescue.org** to as indicated in Clause 14.

#### 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: <a href="https://www.rescue.org/page/our-code-conduct">https://www.rescue.org/page/our-code-conduct</a> and IRC's combating Trafficking in Persons Policy, which can be found at: <a href="https://rescue.app.box.com/s/h6dv915b72o1rnapxg3vczbqxjtboyel">https://rescue.app.box.com/s/h6dv915b72o1rnapxg3vczbqxjtboyel</a>. 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 <a href="www.ethicspoint.com">www.ethicspoint.com</a> 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 submit 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.

Please note of the following Annexes as part of this Request for Proposal Document.

Annex A: Price Schedule/ Consultant Fee Annex B: Terms of references / TOR

Annex C: Vendor Information form and Conflict of interest.

Annex D: Intent to Bid

## Price Schedule/consultant Fee/s - Annex A

S#	Description of activities	Unit	Unit VAT	Cost	US\$	Inc	Total Cost US\$ Inc VAT
1	Inception Report as per TOR	1					
2	Detailed screening Report	1					
3	Full Environmental and Social Impact Assessment report as TOR	1					
4	Final Full ESIA Report and designs	1					



## **Annex: B Terms of Reference (TOR)**

DEVELOPMENT OF AN ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT REPORT AND DESIGNS FOR THE PROPOSED AWEIL E FLOOD RISK MANAGEMENT PROJECT

DEVELOPMENT OF AN ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA) REPORT AND DESIGNS FOR THE PROPOSED FLOOD RISK MANAGEMENT PROJECT IN AWEIL EAST AND AWEIL SOUTH COUNTIES, NORTHERN BAHR EL GHAZAL STATE, SOUTH SUDAN.

#### 1. Context and Background

#### 1.1. Overview of Aweil and Its Challenges

Aweil, the capital of Northern Bahr el Ghazal State in northwestern South Sudan faces significant challenges to recurrent flooding, which displaced thousands and damaged essential infrastructure. The state encompasses approximately 30,543 square kilometers and has a population estimated at 720,898, according to the 2008 census. Aweil and its surrounding areas are predominantly inhabited by the Dinka, Fertit, and Jur ethnic groups.

In recent years, these floods exacerbated vulnerabilities related to food insecurity and limited access to services, with the region already strained by conflicts and displaced persons from Sudan. The local economy, dependent on agriculture and pastoralism, has been heavily impacted, necessitating a multifaceted response to address both immediate humanitarian needs and long-term resilience.

#### 1.2. Context and Impact of Flooding in South Sudan

The communities in Northern Bahr El Ghazal continue to face various shocks and stressors, including recurring violence and increasing crime rates. The bordering communities of Northern Bahr El Ghazal and the Kordofan region of Sudan continue to witness conflict that has existed for years amongst the Dinka Malua and Rezigat ethnic groups, and the Misseriya pastoralists. The fighting is associated with competition over grazing land, water, and animal pastures. Since the start of the fighting in Sudan on April 15, 2023, the influx of people fleeing Sudan has increased exponentially at the border points between Sudan and Northern Bahr el Ghazal state. According to the UNHCR and IOM population movement tracker, as of September 16, 2024, the Sudan to South Sudan monitoring dashboard has registered an estimated 20,124 households (52,137 individuals), including South Sudanese returnees, and refugees. Recurrent climatic shocks (floods and drought) continue to drive people's humanitarian needs in South Sudan. According to the UNOCHA flood situation report, as of September 12, 2024, flooding has impacted over 735,000 people across 38 counties and the Abyei Administrative Area. The

hardest hit areas include Jonglei, Unity, Northern Bahr el Ghazal, and Warrap states. As per the joint Humanitarian Rapid Floods Assessment conducted in Aweil East and South counties in August 2024, an estimated 28,923 households (99,732 individuals) in Aweil East and 14,217 households (85,302 individuals) in Aweil South counties of Northern Bahr el Ghazal are in need of humanitarian assistance. Among the affected population are returnees and refugees from Sudan who are integrated within host communities in South Sudan. Floodwaters have damaged homes, crops, and critical infrastructure, disrupting education and healthcare services and heightening the risk of disease outbreaks. Many communities have become isolated, with impassable roads cutting off access to markets, livelihoods, and vital humanitarian aid. The food insecurity in South Sudan continues to deteriorate, according to the Integrated Food Security Classification (IPC) System, which classifies the status of acute food insecurity situations. In the lean season projection period from April to July 2024, an estimated 7.1 million people (56.3% of the population) were classified as in "Crisis" (IPC Phase 3) with 79,000 people likely to be in "Catastrophe/Famine" (IPC Phase 5) in Pibor County in Greater Pibor Administrative Area. Furthermore, in Aweil East County in Northern Bahr el Ghazal between April and July 2024, it is estimated that 40,000 people are in "Catastrophe/Famine" and another 202,000 in "Emergency" (IPC Phase 4). With the influx of new returnees and refugees, the situation is getting worse, with huge food gaps among new arrivals which is likely to increase tensions and risk of exacerbating conflict over available food and natural resources

#### 2. Project Description

#### 2.1. Overview

With funding from the World Bank, the IRC is implementing an emergency response intervention in Aweil East and South, the project aims to address critical needs and challenges in Northern Bahr el Ghazal, focusing on enhancing community resilience and improving local governance in the face of severe flooding and other pressing issues. The initiative is focused on emergency flood response activities as encapsulated below.

 Component 3: Emergency Flood Response - This component provides emergency response activities in flood-affected areas, particularly in NBeG and Warrap States. It includes the rehabilitation of damaged infrastructure and construction of new floodresistant facilities.

This component will prioritize the hardest-hit areas based on a thorough field assessment and support the rehabilitation of community infrastructure following the 'build back better' principle. It will also incorporate emergency preparedness and response training tailored to community needs.

#### 2.2. Key Components

The project will address component 3 with Emergency Flood Response as the main outcome. This component is dedicated to providing immediate relief and support in areas most severely affected by flooding, particularly in Northern Bahr el Ghazal and Warrap States. It involves:

- Infrastructure Rehabilitation: Repairing and rebuilding damaged infrastructure to restore
  essential services and connectivity. This includes the reconstruction of roads, bridges, and
  water and sanitation facilities.
- Flood-Resistant Construction: Developing new infrastructure designed to withstand future flood events. This involves building flood-resistant facilities that adhere to the 'build back better' principle, ensuring greater resilience against future disasters.
- Emergency Preparedness Training: Providing training to communities on emergency preparedness and response. This training will be tailored to the specific needs and challenges faced by local populations, enhancing their ability to respond effectively to future emergencies.

The key outcomes of the project are as below:

- 1. Outcome 1. Community resilience to floods is increased through investments for the rehabilitation of community-damaged infrastructure and services; or construction of new climate and disaster-resilient infrastructure.
- 2. Outcome 2. Communities' capacities to prepare for and respond to floods are enhanced through EP&R and awareness-raising training.
- 3. Outcome 3. Appropriate Operation and Maintenance (O&M) approaches are developed for diverse contexts and are deployed for each type of community damaged infrastructure and services that is rehabilitated or constructed new to enhance the sustainability of ECRP-II subprojects.
- 4. Outcome 4. Confirm, maintain, and implement environmental and social safeguards policies to manage environmental and social risks and impacts associated with the ECRP-II Component 3.

#### 2.3. Overall Objective

The overall objective of the emergency project is to enhance community resilience and improve local governance in Northern Bahr el Ghazal, with a specific focus on addressing the severe impacts of recent flooding and ongoing socio-economic challenges. It is against this background that IRC seeks to recruit a consultant(s) to undertake a study with the specifics detailed below.

#### 2.3.1. Objectives of the Consultancy

The consultancy aims to ensure compliance with the proposed project activities. It involves identifying social and environmental impacts (positive and negative) and risks at all project stages; designing mitigation measures to avoid, reduce, mitigate or compensate for these impacts; providing infrastructure designs for flood rehabilitation; developing environmental and social management tools and monitoring plans to address risks; and conducting preparatory field studies, fieldwork, mapping, research and investigations to gather data, for the assignment.

#### 2.3.2. Specific Objectives:

The specific objectives of the assignment are to:

a) Analyze, evaluate and propose measures to avoid, control, mitigate, restore and/or compensate the proposed project's anticipated environmental and social risks and impacts

- to comply with World Bank Environmental and Social Framework, and national legislation.
- b) The ESIA and its associated sub-reports must detail environmental and social requirements, in particular, to guide the project's final design and its components, including recommendations for changes to the project design and specific actions to be taken by contractors and/or subcontractors.
- c) Prepare an Environmental and Social Impact Assessment (ESIA) report, including its subsequent technical sub-reports and a detailed Environmental and Social Management Plan (ESMP) for the proposed project.
- d) Develop maps along with generating GIS data for key infrastructure requiring rehabilitation.
- e) Develop environmental and social management tools and monitoring plans to address risks

#### 3. General Overview of the Assignment

The ESIA will be developed for the proposed flood response project and shall contain a detailed identification of the environmental and social baseline situation, of expected impacts of the proposed project, and provide an Environmental and Social Management Plan (ESMP). The ESMP shall include both a Mitigation and Monitoring Plan. The ESIA will build on results from the environmental and social screening findings, but the level of detail shall be higher. The ESIA shall address the physical, biological and meteorological consequences of flooding in the proposed project area and the impact on population centers and cultural properties. The consultant is expected to produce working drawings building on WB recommendations, developing costing estimates along with GIS data and maps for key infrastructure in the project.

#### 3.1. ESIA

The basic sections of the proposed Project's ESIA report and the minimum expected content is presented the table below:

1.	Executive	•	This is a non-technical summary containing at least a brief
	Summary		description of the sub-project and the environment, an account of
			the main mitigation measures to be undertaken by the developer,
			and a description of any remaining or residual impacts.
		•	The summary avoids technical terms, data lists, and detailed
			explanations of scientific reasoning.
		•	The summary presents the main findings of the assessment and
			covers all the main issues raised in the document.
		•	The summary briefly explains the overall approach to the
			assessment (methodology to study).
		•	The summary indicates the confidence that can be placed in the
			results.
2.	Introduction	•	Identify the type of sub-project proposed (e.g., a culvert,

<ul> <li>Sub-project Description</li> <li>This outlines the sub-project's life cycle, e.g., pre-feasibility feasibility, detailed engineering and design, implementation, and decommissioning. Check which stages a sub-project is in within the sub-project life cycle.</li> <li>Check that the description of the sub-project and its alternative sites, photographs of the area, coordinates, designs, and implementation strategies are provided.</li> <li>Check whether the sub-project engineering design is sufficiently detailed to enable the understanding of the planning and design options of the sub-project.</li> <li>Inputs (raw materials), outputs (products), processes, and maje types of equipment should be noted. The size of the workforce any stage of the sub-project implementation should also be noted.</li> <li>Check for the adequacy of maps, flow diagrams, and photographs.</li> <li>A summary of technical, economic, and environmental feature essential to understanding the sub-project options available within the existing economic, technical, and environmental constraints and discussed and compared. These could be options in terms of size site, technology, layout, raw materials, energy sources, and ever products.</li> <li>Describe any additional services (water, electricity, emergence services, etc.) and developments required as a consequence of the sub-project.</li> </ul>			pumping station, drainage channels), and its location (or site alternatives). The sub-project proponent must be identified and outline the sub-project's background and its reasons or necessity.  There must be justification for the sub-project and its location
as noise, vibration, light, heat, radiation, etc.), and residue materials generated during construction and in the operation of the sub-project and the rate at which these will be produced.  • It should indicate how these waste and residual wastes at expected to be handled/treated prior to release.	3.	1 0	feasibility, detailed engineering and design, implementation, and decommissioning. Check which stages a sub-project is in within the sub-project life cycle.  Check that the description of the sub-project and its alternative sites, photographs of the area, coordinates, designs, and implementation strategies are provided.  Check whether the sub-project engineering design is sufficiently detailed to enable the understanding of the planning and design options of the sub-project.  Inputs (raw materials), outputs (products), processes, and major types of equipment should be noted. The size of the workforce at any stage of the sub-project implementation should also be noted.  Check for the adequacy of maps, flow diagrams, and photographs.  A summary of technical, economic, and environmental features essential to understanding the sub-project should be provided.  Check that the possible sub-project options available within the existing economic, technical, and environmental constraints are discussed and compared. These could be options in terms of size, site, technology, layout, raw materials, energy sources, and even products.  Describe any additional services (water, electricity, emergency services, etc.) and developments required as a consequence of the sub-project.  Describe the sub-project's potential for accidents, hazards, and emergencies.  Estimate the types and quantities of waste matter, energy (such as noise, vibration, light, heat, radiation, etc.), and residual materials generated during construction and in the operation of the sub-project and the rate at which these will be produced.  It should indicate how these waste and residual wastes are expected to be handled/treated prior to release.

4.	Analysis of Alternatives	<ul> <li>Compare feasible alternatives. The comparative analysis should address (and quantify where possible) the environmental and social impacts, the feasibility of impact mitigation, capital and recurrent costs, the suitability of options under local conditions, and related institutional, training, and monitoring requirements. State the basis for selecting the proposed design, including minimizing risk.</li> </ul>
5.	Environmental Planning and Design	<ul> <li>Check whether key issues have been taken into consideration in order to avoid or minimize impacts, enhance benefits, and compensate for residual impacts.</li> <li>Check if the environmental designs and management plan the proponent has committed to are highlighted.</li> <li>Define the land area taken by the development site and any associated arrangements, auxiliary facilities, and landscaping areas and by the construction sites, and show their location clearly on the site(s).</li> <li>Consider the no-action alternative, alternative processes, scales, layouts, designs, and operating conditions where available at the early stage of sub-project planning and investigate their main environmental advantages and disadvantages.</li> <li>Give the reasons for selecting the proposed sub-project and the part environmental factors played in the selection.</li> <li>Develop site specific ESMPs considering all the parameters, potential risks and mitigation measures.</li> </ul>
6.	Legal Framework	<ul> <li>Check whether legal instruments of importance have been identified and linked to sub-project implementation.</li> <li>Check how they affect operations and what is expected for complete compliance with such statutes.</li> </ul>
7.	Environmental & Social Baseline of the Sub-project	<ul> <li>Check whether sub-project boundaries have been defined.</li> <li>Check that existing environmental conditions within the area are clearly described.</li> <li>Check whether detailed information on the location, distribution, quantity, and quality of all water resources that could be affected by a sub-project and its alternatives is provided.</li> <li>Verify that baseline studies on water quality have included the local and regional uses of water (domestic, industrial, urban, agricultural, recreational, others).</li> <li>Assess water quality as part of the ecosystem in relation to the life of plant and animal communities.</li> </ul>

	<ul> <li>various aspects of the sub-project with the aid of suitable maps. Explain the time over which these impacts are likely to occur.</li> <li>Describe the methods used to investigate the affected environment.</li> <li>Review local, regional, and national plans and policies and other data collected as necessary to predict future environmental conditions.</li> </ul>
8. Hydrogeology	<ul> <li>Hydrology: Description and location of the physical, chemical, biological, and hydrological characteristics of all surface water resources in the sub-project area and in the area of influence (including seasonal variations, maps, location, and characterization of river basins, lakes, and streams). Identification of existing water pollution sources; location, volume flows, minimum flows, flooding patterns.</li> <li>Identification of wetland areas, flood zones, minimum flow rates, wind speed, and direction.</li> <li>Applicable water quality standards.         <ul> <li>Common water quality parameters: Physical, chemical: pH, turbidity, suspended solids, temperature, Dissolved Oxygen (DO), Biochemical Oxygen Demand (BOD), Chemical Oxygen Demand (COD), Dissolved Solids, salinity, conductivity. Common contaminants of concern include ammonia, arsenic, cadmium, copper, chromium, cyanide, iron, lead, manganese, mercury, molybdenum, nickel, nitrate/nitrite, sulfate, thallium, uranium, vanadium, and zinc.</li> </ul> </li> <li>Check that methodological and analytical data support surface water quality data.</li> <li>Check whether a clear description of water sampling methods, and the number and exact location of sampling points. These should represent the area of influence of a sub-project, and all the surface water resources that would be affected by a sub-project have been discussed.</li> <li>Verify whether the obtained surface water quality data results have been analyzed and compared to existing water quality standards.</li> <li>Verify that the ESIA/ESMP document includes the following basic information about groundwater resources:         <ul> <li>Depth to groundwater under different seasonal conditions</li> </ul> </li> </ul>

		o Geology and locations of aquifers, thicknesses, and their
		hydraulic conductivity ranges
		<ul> <li>Groundwater flow directions</li> </ul>
		<ul> <li>Locations/flows of springs and seeps</li> </ul>
		<ul> <li>Groundwater discharge locations in streams</li> </ul>
		<ul> <li>Groundwater uses</li> </ul>
9.	Characterization	<ul> <li>Verify whether baseline information about wildlife includes a</li> </ul>
	of Wildlife	list of wildlife species within the sub-project area and
		interactions between species.
		Check whether the ESIA/ESMP includes a description of the
		region, species maps, relationships, population densities, and
		species distribution. All endemic flora and fauna in the sub- project area that have a special conservation status—for
		example, listed by the International Union for Conservation
		of Nature (IUCN) or by national legislation as a threatened or
		endangered species—should be surveyed for their
		distribution and abundance in the sub-project area.
		<ul> <li>Verify that migration routes, breeding grounds, nesting sites,</li> </ul>
		wildlife corridors, and uniqueness of fauna habitat have been
		discussed.
10.	Characterization	Verify that the following baseline air quality data has been included:
	of Air Quality	Identified air basin.
		<ul> <li>Described local climate and topography.</li> </ul>
		<ul> <li>Identified national and local air quality standards.</li> </ul>
		Described historical air quality trends.
		• The described air quality of the proposed sub-project area and/or
		air basin.
		• Identified sensitive receptors (e.g., hospitals, schools, farmland).
		Describe the exact location of air monitoring and/or sampling stations.
		Verify that baseline air quality analyses include measurements of these
		common parameters:
		• Particulate matter (PM10 and PM2.5)
		Carbon monoxide (CO)
		Nitrogen oxides (NOx)      (C1)      (C1)
		• Lead (Pb), cadmium (Cd), arsenic (As), mercury (Hg)
		• Sulfur dioxide (SO2)
11	Candan	Verify that baseline air quality information
11.	Gender and	Livelihood Impact: Assess how floods have affected livelihoods,  including a principle of this conduction in the conduction of the co
1	Socio-	including agriculture, fishing, and other income-generating
	Economic	activities. Identify the most vulnerable economic groups,

Vulnerabilities	including small farmers, daily laborers, and traders.
	<ul> <li>Food Security: Examine food access and availability, changes in</li> </ul>
	nutrition, and the coping mechanisms of flood-affected
	households.
	<ul> <li>Access to Basic Services: Investigate access to healthcare,</li> </ul>
	education, clean water, and sanitation, highlighting disparities in service delivery due to flooding.
	<ul> <li>Housing and Infrastructure: Assess the damage to homes,</li> </ul>
	infrastructure, and communal assets, and how this impacts community recovery.
	Migration and Displacement: Review patterns of displacement
	due to flooding and the socio-economic conditions of displaced communities.
	• Gender-Based Violence (GBV): Assess increased risks of GBV
	in flood-affected areas

#### 3.2. Resettlement Policy Framework

Initial assessments by IRC indicate a need for resettlement of community members especially in the areas occasionally inundated by floods. A Resettlement Policy Framework (RPF) therefore should be prepared so as to provide guidance on how resettlement of relocation can be handled under the project when proposed project activities displace people from land or productive resources, and which result in the loss of shelter, the loss of assets or access to assets, and the loss of income sources or means of livelihood whether or not the affected persons must move to another location. The objectives of the policy should put emphasis on avoiding or minimizing adverse impacts, to give displaced people opportunities to participate in the design and implementation of resettlement programs, and to assist displaced people in their efforts to improve their livelihoods and standards of living, or at least to restore these to pre-project levels. The aim of the RPF is to serve as a framework detailing the following areas:

- **a. Legal Framework.** Identify the principles and guidelines that will be used to acquire lands or other assets from private ownership and resume public lands from authorised and unauthorized private uses. A review of current policies and procedures in South Sudan relating to land acquisition and the World Bank's resettlement requirements to identify any gap between local laws and the Bank's requirements, and the mechanisms to bridge such gaps.
- **b. Potential Impacts.** Identification of project activities that will result in resettlement, the zone of impact of these activities, and alternatives considered to avoid or minimize resettlement. Impacts on communities should be identified. As part of defining the project impacts, it is essential that the Consultant work with the project authorities to agree on a cut-off date for resettlement eligibility and communicate this to the PAPs in writing.
- **c. Profile of Communities to be Resettled and/or Compensated** in the event that there is need for such. This section will refer to the socio-economic baseline studies to detail the following:
- Current occupants of the project affected area to establish a basis for designing the resettlement program.
- Characteristics of displaced households, including a baseline information of livelihoods such as relevant production levels and income derived from both formal and informal economic activities and standards of living of the affected population.
- The magnitude of the expected loss total or partial of assets, and the extent of displacement, physical or economic. Types of losses can include but are not limited to the following: agricultural land, residential land, houses, structures, standing crops and trees, income, cultural and religious property (e.g. grave/sacred shrine), other productive assets, community buildings and structures. Information on vulnerable groups, for whom special provisions may need to be made.

- o Information on land tenure rights and systems, including an inventory of common property natural resources from which people derive their livelihood, and non-title-based usufruct systems including fishing, grazing, or use of forest areas.
- o Identification of categories of loss of access to resources (e.g. grazing land) or services (hospital), including where the physical asset may not be affected, but there is a cut-off or loss of access to the asset as a result of project works.
- Information on further livelihood of population by categories to be resettled to the new living places in order to identify employment and training/retraining for diverse types of professions.
- d. **Valuation of Compensation.** The methodology to be used in valuing losses to determine their replacement value and a description of the proposed types and levels of compensation.
- e. **Entitlement Matrix and Compensation Measures.** Definition of affected persons and criteria for determining their eligibility for compensation and resettlement assistance. An *entitlement matrix* defining compensation packages and other resettlement measures that will assist each category of eligible persons. Resettlement measures should be prepared in consultation with affected population and should be framed within the overall approach of livelihood restoration and development.
- f. **Compensation Procedures.** This covers how compensation and resettlement measures will be implemented. It includes details of information flows, money and in-kind transfers to people, paperwork and sign off for package approval for each PAP, how transportation will take place etc. An important part is agreement on a cutoff date which is to be communicated to the PAPs in writing.
- g. **Resettlement Sites.** Relocation sites considered and explanation of those selected, detailing:
- Process of involving affected populations in identifying potential housing sites, assessing advantages and disadvantages and selecting sites.
- O Mechanisms for procuring, developing and allotting resettlement sites, including awarding of title or use rights to allotted lands.
- o Measures for studying lands fertility to identify profitable cultivation of agriculture and creation of SMEs on agro-processing.
- O Consultations with host communities about the new settlers. Have they participated in the identification of potential impacts on their communities and defining appropriate mitigation measures? Do the host communities have a share of the resettlement benefits (e.g. education, water, health, and any community development funds or programs)?

- h. **Livelihood Restoration/Rehabilitation.** Strategies for livelihood restoration and improvement should address the following questions:
- Are the compensation entitlements sufficient to restore livelihoods and income streams for each category of impact? Are additional rehabilitation measures necessary to promote longer term social and economic uplift of the project area and to respond to the development framework within which resettlement should take place?
- Does income restoration require change in livelihoods, development of alternative farmlands or other activities, that require a substantial amount of training and include such training in the compensation package.
- Are there any social or community development programs operating in the project area? Are there any opportunities for the project to support new programs or expand existing programs to support the development needs of the affected and host communities.
- **i. Participation and Consultation.** A consultation strategy building on the stakeholder analysis, which describes:
- Process of promoting meaningful consultation of the affected people and stakeholders in the preparation and implementation of resettlement activities, including facilitating the participation of vulnerable groups and women.
- Process of involving the affected population and other stakeholders in project monitoring
- j. **Grievance Procedures.** Identification of affordable and accessible procedures for settlement of disputes related to the planning and implementation of resettlement activities. Establish a procedure for recording grievances and response times for resolution of problems. Identify agencies responsible for implementing these procedures.
- k. **Institutional Arrangements.** Organizational framework for implementing resettlement activities, describing:
- l. Agencies responsible for implementing all aspects of resettlement program. This includes implementing compensation procedures (including the delivery of each item/activity in the entitlement matrix), programs, service provision, income restoration etc.), communicating and informing PAPs etc. and coordination of activities for implementation of the

## 4. Consultancy firm Profile and team composition.

The IRC hereby seeks a duly registered ESIA consultancy firm with a minimum of 10 years of experience in conducting environmental and social impact assessments in humanitarian projects. The consultancy firm is required to assemble a team of key and non-key experts for the assignment that will enable the firm to meet the assignment's requirements. However, it is required to include a minimal key staff with qualifications and experience as described below:

Staff	Description
Lead	An experienced environmental and social management
Consultant	consultant with proven experience in the management of
	ESIA assignments for large projects. S/he should have
	training in one of the scientific fields, Environmental
	Management, Tropical Ecology, Biodiversity, Geography,
	Resettlement and Social Development or, any other related
	academic field. S/he must have at least 15 years of
	experience in project management, and especially in ESIA
	assignments for similar projects. The Lead Consultant shall
	be familiar with the operational requirements of the World
	Bank Environmental and Social Framework, and South
	Sudan Laws and regulations governing environmental and
	social management.
Environmental	An experienced Environmental Specialist, preferably with
Specialist	an environmental management, or environmental
	engineering, academic background or any relevant
	environmental science field with not less than 10 years of
	proven experience in the environmental management field,
	particularly in the management of environmental risk and
	preparation and/or review of ESIA report. S/he should have
	experience in ESIA. The Expert should be conversant with
	the World bank ESF requirements and demonstrate proven
	management experience.
Social Scientist	An experienced social scientist with a Master of Science in
(Sociologist, FSL	Social Science, Psychology, Developmental studies or any
Specialist, Rural	other related field. The expert should have a proven record
Development	of working with communities and developing ESIA tools,
Specialist)	including Stakeholder Engagement Plans, Resettlement
	Action Plans and Grievance Redress Mechanisms. The
	specialist should have at least ten years of progressive
	experience in the social science field. Experience in gender-

	informed resettlement. A significant portion of his/her
	experience must be in addressing involuntary resettlement
	programs. S/he will have demonstrated expertise in the
	design and implementation of socio-economic data
	collection, data analysis and design programs to support the
	feasibility of projects. S/he must be knowledgeable and
	experienced in preparing and implementing RAPs required
	by national governments and international lending
	institutions, including the World Bank. An in-depth
	understanding of the World Bank Environmental and Social
	Framework is a prerequisite.
Ecologist	An ecologist/biodiversity with a BSc in Ecology,
	Environmental Science, or any other related field. The
	specialist should have more than five years of working
	experience in the development of ESIA instruments and
	associated specialist studies. The expert will be working
	under the guidance of the lead Environmental scientist.
Gender and	A Gender and Protection Specialist with under 8 years of
protection	experience, skilled in conducting gender analyses,
specialist	protection assessments, and integrating gender equality and
	social inclusion into Environmental and Social Impact
	Assessments (ESIA).
GIS/Geo-Spatial	A GIS specialist with proven experience in geospatial
Analyst	modelling and environmental modelling. The expert should
	be a holder of a Master of Science degree in Geographical
	Information Systems (GIS) or any other related field. S/he
	should have five years of experience and demonstrate
	evidence of participating in similar assignments. They will
	work under the direct supervision of the Environmental
	Scientist and the hydrologist.
Hydrologist	An experienced hydrologist with a BSc in Hydrology
	coupled with 6 years of experience. Evidence to
	demonstrate experience in similar projects and involvement
	in the preparation of ESIA reports will be key.

## 5. Deliverables

The following deliverables must be submitted by the consultants and received to the satisfaction of the IRC:

Ī	1	The Inception Report that presents the Consultant's Work Plan shall be
		submitted, defines the Implementation Schedule by task, specifies submission

	dates in draft for each required report, and assigns personnel by name and date
	to each task. The proposed project schedule shall be broken down by tasks and
	sub-tasks and presented in chart form.
2	Detailed screening Report
3	Full Environmental and Social Impact Assessment report with its respective Environmental and Social Management Plans for the proposed project. The report should also include the public consultation and disclosure process results and any other associated specialist reports deemed necessary by the IRC and the Consultants.
4	Full subproject designs for community selected infrastructure including dykes, roads, drainage channels, water yards, boreholes, latrines, schools, health centers.
5	Final ESIA report.

Monthly Progress Reports shall be submitted, which present a brief overview of progress in completing tasks, any difficulties affecting the ability to achieve work as agreed in the Work Plan, proposed alternate means to achieve project objectives, major scheduled milestones, and any other relevant information to ensure effective implementation. Monthly Progress Reports will be five pages maximum in length. All reports must be submitted to the IRC in an electronic file, including all Shapefiles, DWG files and any primary data sources that might have been used in the production of the reports. The IRC shall retain the rights to such information, and any intellectual property rights shall be with the IRC upon completion of the assignment.

The tentative timeline for the deliverables is stated below:

Report Number	Report Description	Deadline for deliverable (days
		after signing the contract)
1	Inception report, including	After 14 days
	detailed work plan and	
	methodology	
2	Screening report	After 30 days
3	Draft Zero Full ESIA Report	After 60 days
4	Final Full ESIA Report and	After 75 days
	designs	
5	Monthly reports	By the 5th of the preceding month

## 6. Approval of reports

Reports will be approved by the IRC. The period for approval of reports will be within 7 working days, if after this time, the technical lead does not issue any observations, the consultant project manager must initiate a communication to the IRC's project manager indicating a default approval. The IRC project manager will have 5 working days to respond or raise issues, beyond which, the report will be considered approved if no issues are raised.

#### 7. Payment Schedule

Payments for work done will only be triggered after having received all technical approvals in writing from the IRCs technical leads and the Project Manager. The following payments will be made according to the schedule below:

- 30% after the contract is signed, submission and approval of the inception report together with an approved work plan and methodology.
- 50 % after the delivery and approval of the first full draft report.
- 20 % after the delivery and approval (by both the IRC and the relevant Ministries of the full Final report.

## Annex C: Supplier Information form & Conflict of Interest.



# INTERNATIONAL RESCUE COMMITTEE Vendor Information Form & Conflict of Interest

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		

#### **Financial Information**

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

## **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:	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:

- 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.

#### 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: <a href="https://www.rescue.org/page/our-code-conduct">https://www.rescue.org/page/our-code-conduct</a> and IRC's Combating Trafficking in Persons Policy, which can be found here: <a href="https://rescue.app.box.com/s/h6dv915b72o1rnapxg3vczbqxjtboyel">https://rescue.app.box.com/s/h6dv915b72o1rnapxg3vczbqxjtboyel</a>.

The IRC Way provides three (3) core values - Integrity, Service, and Accountability – and twenty-two (22) specific undertakings. The 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.

<u>Integrity</u> - 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.

<u>Service</u> - 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.

## <u>Accountability</u> - 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 aliases 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 Ethics point, irc.ethicspoint.com or call Ethics point toll-free (866) 654-6461 in the U.S./call collect (503) 352-8177 outside the U.S. There will be no retaliation against any person who raises concerns that are based on good faith belief of improper conduct. An intentionally false report or a failure to report conduct that is known to violate these standards may result in disciplinary action.

By signing this statement supplier acknowledges any violation of the above IRC policies will result in immediate termination of any agreement in place and disqualification from participation in future IRC activities.

Supplier Name:
Signature:
Title:
Print Name:
Date:

## **Annex D: Intent to Bid Form**



## International Rescue Committee, Inc. Intent to Bid

RESCU	IRC Reference #:	_
Compa	any Name	
(Please	e indicate #1 or #2 below)	
1.□	It is the intent of this company to submit a response to the (Ti for Proposal.	itle of RFP) Request
	e provide a name and email address for the person within your receive notices, amendments, etc. that are related to this RFI	
Name		
Phone		
Email		
Signatu	ure (If faxed)	
Title of	f Person signing	
Date		
	alize that this is an intent to bid and in no way obligates this co process.	empany to participate
2.□	This company DOES NOT intend to participate in this RFP.	
Name	(Signature if faxed)	
Title of	f Person signing	
Date		
Please	e fax or email this form at your earliest convenience to the atte	ntion of:
Name	(YOU)	
Fax		
Email		