Collusion in IRC

تمنع لجنة الإنقاذ الدولية التواطئ بين عملائها الذين يشاركون في العطاءات بحيث يؤدي ذلك إلى استبعادهم من المشاركة في حالة تم الشك في حدوث ذلك. يحدث تواطئ في حال تقديم أشخاص ذات صلة قرابة لعروض أسعار لنفس العطاء. هذا النوع يشمل التالى:

أ- أفراد من نفس العائلة يقومون بتقديم عروض أسعار لنفس العطاء.

ب- شركتين مختلفتين أو أكثر مملوكتين لنفس الشخص تقدم كل منهما عرض سعر لنفس العطاء.

ت- موظفين في شركة يقدمون عروض أسعار منفصلة من خلال شركاتهم التي يمتلكونها. ث- شركاء في شركة يقوم كل منهم بتقديم عرض سعر لنفس العطاء منفصلا

إنه يعد نوع من الإختلاف الغير مقبول إذا كان هناك شخص له علاقة بعدة شركات ويقوم بتقديم عروض أسعار مختلفة لنفس العطاء. هذا النوع سيقود لجنة الإنقاذ الدولية لإستبعاد كافة الشركات المتواطئة في هذا العمل من هذا العطاء ومن تقديم عروض الأسعار للعطاءات المستقبلة. بالإضافة إلى ذلك، قد تقوم لجنة الإنقاذ الدولية بمشاركة معلومات لها صلة بهذا التواطئ مع منظمات إغاثة أخرى تعمل في نفس الإقليم مما سيؤدي إلى فقدان هؤلاء الأشخاص الفرصة من المشاركة في عطاءاتهم أيضا.

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 companies from that tender as well as disqualifying 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.

Company/vendor name and signature	
اسم وتوقيع الشركة ــــــــــــــــــــــــــــــــــــ	



International Rescue Committee (Lebanon)

Request for Proposal (RFP)

(Internet Service)

Planned Timetable				
Issue Request for Proposal	26th February 2025			
Vendors return signed Intent to Bid forms due date	7 th March 2025			
Questions from Vendors due date	5 th March 2025			
Answers to Vendors questions due date	6 th March 2025			
Bid submission due date PLEASE NOTE: NO BIDS WILL BE ACCEPTED AFTER THE CLOSING TIME AND DATE	12 th March 2025 at 15:00PM			
Bid Opening and Evaluation date	13 th March 2025			
Vendor visit if applicable	TBD			
Award of Business	TBD			
Contract start	TBD			

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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 Vendor(s) for the International Rescue committee Lebanon to supply Internet Services to or at the following locations all over Lebanon (North/Bekaa/ Beirut and greater Beirut area). All qualified and interested Vendors are invited to submit their proposals.

The winning Bidder(s) will enter into a fixed price Master Purchase Agreement (MPA/MSA) for Two (2) years. Bidders shall be domiciled in and shall comply with all Government Regulations to operate in Lebanon. Bidders shall be regular tax-payers and shall furnish a copy of their operating license/certificate of registration valid for the fiscal year 22/23. 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 Vendors. 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
- Appendix A Technical Bid
- Appendix B Intent to Bid; to be submitted by 7th March 2025, either by hand or to be emailed to <u>QA-internet@rescue.org</u>
- Appendix C Tender and Contract Award Acknowledge Certificate
- Appendix D Vendor Information Form
- Appendix E IRC Conflict of Interest and Vendor Code of Conduct
- Appendix F- Section 889 Vendor Questionnaire
- Appendix G Commercial Bid

5. Clarification of Bidding Documents

A prospective Bidder requiring clarification of the Bidding Documents may notify the Purchaser in writing at (QA-internet@rescue.org). The request for clarification must reach the purchaser not later than 5th of March 2025. The Purchaser shall respond by e-mail providing clarification on the bid documents no later than 6th of March 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 translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the English version shall prevail.

7. Documents Comprising the Bid

The submitted bid shall include the following information. Failure to provide all requested information or to comply with the specified formats may disqualify the Bidder from consideration.

Technical Bid: The technical proposal shall be comprised of minimum, the below documents:

- Appendix A Technical Bid Form (fully complete, sign, stamp, and submit).
- Appendix B Intent to Bid; to be submitted by <u>7th March 2025</u>, either by hand or to be emailed to <u>QA-internet@rescue.org</u>
- Appendix C Tender and Contract Award Acknowledgement Certificate (complete, sign, stamp, and submit)
- Appendix D Vendor Information Form (complete, sign, initial each page, stamp, and submit)
- Appendix E IRC Conflict of Interest and Vendor Code of Conduct
- Appendix F- Section 889 Vendor Questionnaire
- Copy of a Valid Certificate of Registration with relevant government agencies or memorandum and article of association (submit a copy)
- Copy of VAT registration, (if any, submit a copy)
- Copy of valid NSSF (submit a copy)
- A Company profile that includes information on overall longevity and time in the marketplace, company size, customer service structure and support
- Attached confirmation of good track record and references from previous clients; preferably INGO and UN agencies

Commercial Bid: The Commercial proposal shall be comprised of minimum, the below documents:

• Appendix G – Commercial Bid (fully complete, sign, stamp, and submit)

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 - USD

10. Document Establishing Goods Eligibility and Conformity to Bidding Documents

Pursuant to Clause 8, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services, which the Bidder proposes to supply under the Contract.

The Documentary evidence of the goods' and services' conformity to the Bidding Documents may be in the form of technical specifications, literature, drawings, data (tables, graphs etc.), and shall furnish:

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

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

11. Bid Security

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

12. Period of Validity of Bids

Bids shall remain valid for 120 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 **TWO** separate sealed bids (technical & financial) addressed to the International Rescue Committee, at THE IRC OFFICE ADDRESS in Beirut, located at 711, Alfred Naccache St., Azouri center, 8th floor, Ashrafieh or any other IRC office in Lebanon (Akkar or Zahle) no later than 12th of March 2025, at 15:00 PM. If conditions allow, otherwise, all bidders are to submit two separate offers through two separate restricted emails (Technical and Financial); Subject: Technical Offer / Financial Offer (in case this is not applied disqualification may take place).

LB.internet-technical@rescue.org (for Technical Offer part – all RFP docs: page #1 till page #24)

LB.internet-financial@rescue.org (for Financial Offer part – Appendix F, pages #25 till page #27)

12th of March 2025 at 15:00 PM.

Any file that will be sent via WeTransfer, SendIt, or any similar program: the bidder shall inform us once proposal is sent mentioning the expiry date of the file and/or insure the validity of the link for minimum of 3 months validity.

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 a technical proposal and a financial proposal, in separate sealed envelopes, unless the bidder opts for electronic submission which should be to the above two email addresses, then the bidder will send 2 separate files: 1 technical proposal to the Technical email address and 1 financial proposal to the Financial email address.

15. Modification and Withdrawal of Bids

The Bidder may modify or withdraw its Bid after submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Purchaser prior to the deadline prescribed for submission of Bids.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched. No Bid may be modified after the deadline for submission of bids.

E. BID OPENING AND EVALUATION

16. Preliminary Examination

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether bids are generally in order.

17. Evaluation and Comparison of Bids

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

EVALUATION CRITERIA	Description	Weight (%)
Eligibility	Refers to Bidder's ability to demonstrate that they are able to perform and provide the requested products, as listed in Appendix A –Technical Bid Form	45 %
Due diligence – References check	From references provided, and within the required same scope of service, these references could be private entities, INGOs, or UN organizations.	5 %
Due diligence – site visits	IRC technical committee will visit the eligible vendors	5 %
Green Environmental – ECO Friendly Operation	Corporate social responsibility; specific measurements for a better green environment	2 %
Payment terms	Refers to the Bidder providing the most favorable terms of payment. The Purchaser payment terms are to pay within 30 calendar days of acceptance of goods/services and receipt of invoice	3 %
Commercial bid	Based on the financial offer – Appendix F – including prices, delivery fees and taxes	40 %
		100%

18. Contacting the Purchaser

Subject to Clause 5, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded, or the selected qualified Vendor 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 Purchase 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 Purchase Agreement and perform its obligations satisfactorily.

21. Warranty

The Vendor 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 Vendor in the Bid and this warranty period shall be considered as one of the bid advantages, and shall in no case be less than that which is provided for by Lebanese 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 Goods to IRC Country offices should NOTE that all categories apply to all IRC Offices.

List of Goods and Services for Master Purchase Agreement as per below Categories is attached.

24. Service or consultant agreements

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

25. Disclaimer

The Purchaser reserves the right to alter the dates of the timetable.

The Purchaser does not bind itself to accept the lowest or any proposal.

G. ETHICAL OPERATING STANDARDS

1. Compliance to the IRC Way

The IRC Way: Standards for Professional Conduct ("The IRC Way"), the IRC's code of conduct, which can be found at: https://www.rescue.org/page/our-code-conduct and IRC's combating Trafficking in Persons Policy, which can be found at: https://rescue.app.box.com/s/h6dv915b72o1rnapxg3vczbqxjtboyel. 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 Vendor

- (i) informs IRC upon becoming aware that the integrity of IRC's business has been compromised during the RFP process, and
- (ii) reports such events through IRC's confidential hotline, Ethics point, which can be accessed at www.ethicspoint.com or via toll–free (866) 654–6461 in the U.S., or collect (503) 352–8177 outside the U.S.

2. Bidder Non Collusion Statement

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

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

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

Appendix A – Technical Bid Form

Please make sure to submit your offer by hand or on the restricted email below: Lb.internet-technical@rescue.org

Overview

Internet service to be distributed all over Lebanon to IRC offices and guesthouses

Factsheet:

All bidders are requested to submit fact sheet for the service that will be provided including details on the speed and amount of Mgbts that can be provided throughout the locations of Lebanon.

Notes:

The Technical Evaluation Committee will rule on the technical admissibility of each Bid, classifying it as technically compliant or non-compliant. The technical evaluation will be based on the information and documents annexed in the Bid concerning the service and documentation provided, and both the task to be carried out under the RFP, and the professional ability of the Bidder for 'services'.

-You are expected, to fill in the attachment appendix A, which is detailing our essential required technical criteria, and only those bids that are meeting our below criteria, will presume to the next evaluation phase-Commercial.

*the attached appendix *must not include any prices*, failure to meet the requirement will disqualify the bidder from further evaluation and consideration for the submitted offer;

Required Documents for Submission	Check for provision	Explanation	Mandatory/ Preferable
Filled, signed, and stamped Technical Bid - Appendix A		Yes/No. Comments:	Mandatory
Filled, signed, and stamped Intend to Bid (by email or by hand Bid) - Appendix B		Yes/No. Comments:	Mandatory
Filled, signed, and stamped of Tender and Contract Award Acknowledgement Certificate – <u>Appendix C</u>		Yes / No. Comments:	Mandatory
Filled, stamped, and signed Vendor Information Form - Appendix D		Yes / No. Comments:	Mandatory
Filled, signed and stamped the IRC conflict of Interest and Vendor Code of Conduct - Appendix E		Yes / No. Comments:	Mandatory

Filled, signed and stamped Appendix F	Filled, signed and stamped the 889 section vendor questionnaire -		Yes / No. Comments:	N	Mandatory
Filled, signed and stamped RFP	the Collusion document – Page #1 of th	nis 🔲	Yes / No. Comments:	N	Mandatory
	of Registration with relevant government and article of association	t 🗆	Yes / No. Comments:	N	Mandatory
Copy of VAT registration			Yes / No. Comments:		f applicable, then it Must be provided
Copy of a valid NSSF Clea	arance		Yes / No. Comments:	F	Preferable
	g information on overall longevity and time size, customer service structure and sup		Yes / No. Comments:	F	Preferable
Technical Requiremen				Mandatory/ Preferable	
Reference checks		Provide details for 3 address, contact nar	of three clients/ references clients including, emane & phone number N agencies/ individuals considered)	il	Mandatory
Site visit	A site visit will be conducted to the company to check the premises			Mandatory	
Additional Technical					
Requirements and Inquiries			Preferable		
	The SERVICE PROVIDER shall productivity with no additional production amount or (2) time;			ו	res 🗌 No
	The SERVICE PROVIDER shall be wireless equipment, Modems, Ante			ı 🗆	TES NO

Additional Technical Requirements and Inquiries	Vendor Input and Info to be provided	Preferable		
Requested	The SERVICE PROVIDER shall provide suitable Wireless/Wired Internet connectivity with no additional payments nor limitations by (1) traffic amount or (2) time;	☐ YES	☐ MO	
	The SERVICE PROVIDER shall be responsible to provide and deliver any wireless equipment, Modems, Antennas, network accessories or any needed equipment for the Internet Link to be active at the IRC site locations along with submitting a list of space, environment and power requirements;	☐ YES	□ NG	
Deliverables	The SERVICE PROVIDER shall provide full bandwidth as per section 4.1 above, 24 hours per day, 365 days per year.	☐ YES	☐ NG	
	The SERVICE PROVIDER should submit SLA - Service Level Agreement guaranteeing 99.9% of service uptime (Yearly: 8h 45m 57.0s)	☐ YES	☐ NG	
	Emergency outages: The SERVICE PROVIDER shall maintain real-time network monitoring capability on all IRC connections. SERVICE PROVIDER shall notify designated IRC contacts within 15 minutes of any	☐ YES	☐ NG	

The contracted services may/shall be terminated at desired location(s) as requested in written by the IRC;	☐ YES	
The SERVICE PROVIDER shall provide a network coverage map, which clearly shows the zones in the Lebanese territory that are covered by the SERVICE PROVIDER's operations and network coverage;	☐ YES	☐ Ma

Additional Technical Requirements and Inquiries	Vendor Input and Info to be provided			Mandatory/ Preferable
	Yes/No to all loo	cation. Comments:		
	Location Area	Connection Type (Data Usage)	(Download/Upload) Internet Speed	
The list of expected deliverables and contracted services is as follows	Ashrafieh (1st office)	Microwave, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	44 Mbps/44 Mbps	Preferable
	Der Dalloum (Akkar)	Microwave, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	24 Mbps / 24 Mbps	
	Zahle (Beqaa)	Microwave, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	16 Mbps / 16 Mbps	
Specialization: The bidder is a specialized internet or IT supplier	Yes/No. Comments:		Preferable	
Delivery locations Ability to provide IRC offices/Guest houses/ centers with fast internet connections across Lebanon;	Yes/No. Comments:			Preferable
Connectivity Speed: Fact sheet to be provided in the file for all the speeds that are available	Fact Sheets provided: Yes/No. Comments:			Preferable
Contingency Plan: Provide standard procedure covering alternative connectivity option in case of emergency	Yes/No. Comments:			Preferable
Corporate social responsibility: Do you have some specific measurement or actions to a better green environment (Green energy sources, recycling, managing materials waste, energy saving label/	If yes, please specify the actions your company is taking for corporate social responsibility		Preferable	
products, etc.) Do you have an ISO certificate related to environmental procedures?	If yes, then please provide it accordingly.			

Payment Terms:		
Refers to the Bidder providing the		
most favorable terms of payment.		
The Purchaser payment terms are to		
pay within 30 calendar days of		
acceptance services and receipt of		
invoice.		
For payments below \$2,500, suppliers		
can be paid by a bank letter that could		
be withdrawn at the bank.	Yes/No. Comments:	Preferable
For any payment above \$2,500,		
suppliers can open a transfer for the		
fresh USD will be made to the		
company's bank account. However,		
supplier should accept the delays in		
their payments which might take 4-7		
weeks of time, as well as baring any		
banking fees for transfers where		

needed.

Appendix B – Intent to Bid

IRC Re	ference #: 5LB/BE	//25/LB1091
Compa	ny Name	
(Please	indicate #1 or #2 be	elow)
1.	It is the intent of t	his 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,
amendı	ments, etc. that are i	related to this RFP:
Name		
Phone		
Email		
_	re (If faxed)	
Title of	Person signing	
Date		
We rea	lize that this is an int	ent to bid and in no way obliges this company to participate in this process.
**************************************		on to but and in no way obliged the company to participate in the proceed.
2.	This Company DO	DES NOT intend to participate in this RFP.
Name (Signature if faxed)	
Title of	Person signing	
Date		
<u>Please</u>	email or send this	form by hand at your earliest convenience to the attention of:
Name:	IRC Committee	
Email:	QA-internet@res	scue.org

Appendix C – Tender and Contract Award Acknowledgement Certificate

- 1. In compliance with the RFP Instructions, we the undersigned, offer to furnish some or all the items quoted for, at the prices entered in the attached IRC Bid Form <u>ref# 5LB/BEY/25/1091</u> delivered to the destination specified therein.
- 2. We accept the terms and conditions set forth in the RFP Letter and the following requirements have been noted and will be complied with where applicable:
 - a. We confirm that for any offer made where the delivery destination is not as requested in the RFP, that IRC reserves the right to disregard the offer.
 - b. That conditional Bid's cannot be accepted.
 - c. That the currency of the Bid should be in USD, No other currencies are acceptable.
 - d. IRC reserves the right, at its own discretion:
 - i. To award a contract for a lesser or greater quantity than the total quantity Bid for.
 - ii. To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder.
 - e. Successful Bidders who are awarded contracts will be notified by the receipt of the original Contract and acknowledgement copy. In case or urgency successful Bidders(s) may also be notified by email.
 - f. Any samples requested, either with the Bid, or at a later date, will be in accordance with the specifications of the required item(s). Failure to comply with this may result in the Bid not being considered
 - g. We confirm that the validity of this offer is for 120 calendar days from the date of the RFP closure
 - h. We certify that the below mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any Contracts.
 - We agree to abide by the IRC Conflict of Interest and Vendor Code of Conduct as attached as Appendix E.
- 3. We note that IRC is not bound to proceed with this RFP and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

We agree to the above terms and conditions.

Submitted by:	
Name	
Phone	
Email	
Signature (If faxed)	
Title of Person signing	
Date	
A duly authorized company re	presentative
Company Stamp	

This attachment must be signed and submitted with the Technical Bid

Appendix D: Vendor Information Form

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

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

Vendor Information

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

*Name under which the 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
*Bank account number	
Routing Number	
Swift code (if applicable)	
Product/Service Informa	<u>ition</u>
List Range of Products/Services Offered	
Basis For Pricing (Catalog, List, etc.)	
Documentations as appl	licable:
*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 (mandator	r <u>v)</u>
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 into arrangements with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- 3. They have not been convicted of an offense concerning their professional conduct.
- **4.** They have not been guilty of grave professional misconduct proven by any means that the contracting authority can justify, or been declared to be in serious breach of contract for failure to comply with their contractual obligations towards any contracts awarded in the normal course of business.
- **5.** They have fulfilled obligations related to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country where the contract is to be performed.
- **6.** They have not been the subject of a judgment for fraud, corruption, involvement in a criminal organization or any other illegal activity.
- **7.** They maintain high ethical and social operating standards, including:
 - Working conditions and social rights: Avoidance of Child Labor, bondage, or forced labor; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and the IRC's beneficiaries.
 - Environmental aspects: Provision of goods and services with the least negative impact on the environment.
 - Humanitarian neutrality: Endeavoring to ensure that activities do not render civilians more vulnerable to attack, or bring unintended advantage to any military actors or other combatants.
 - Transport and cargo: Not engaged in the illegal manufacture, supply, or transportation of weapons; not engaged in smuggling of drugs or people.
- **8.** Company warrants that, to the best of its knowledge, no IRC employee, officer, consultant or other party related to IRC has a financial interest in the Company's business activities, nor is any IRC employee related to principals or owners of the company. Discovery of an undisclosed Conflict of Interest situation will result in immediate revocation of the Company's Authorized Vendor status and disqualification of Company from participation in future IRC procurement.
- 9. Vendor hereby confirms that the organization is not conducting business under other names or alias's that have not been declared to IRC.
- 10. Vendor herby 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.

Appendix E: 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/h6dv915b72o1rnapxg3vczbqxitboyel.

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.

<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 of 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

- 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.

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.

If you believe that any IRC employee, volunteer or intern is acting in a manner that is inconsistent with these Standards, please notify a supervisor or the confidential helpline Ethicspoint,

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

By signing this statement vendor acknowledges any violation of the above IRC policies will result

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:

Appendix F: Section 889- Vendor Questionnaire

Adherence to Section 889 of the US National Defense Authorization Act

Section 889 of the United States National Defense Authorization Act places restrictions on IRC's use of technology produced by certain companies, Video surveillance and telecommunications equipment or services and Video surveillance and telecommunications equipment or services produced or provided by an entity that the United States Secretary of Defense determines is owned by, controlled by, or connected to the government of the People's Republic of China. Currently the following technologies are restricted:

- 1. Telecommunications equipment or services produced by:
 - i. Huawei Technologies Company,
 - ii. ZTE Corporation, or
 - iii. any of their subsidiaries or affiliates.
- 2. Video surveillance and telecommunications equipment or services produced by:
 - i. Hytera Communications Corporation,
 - ii. Hangzhou Hikvision Digital Technology Company,
 - iii. Dahua Technology Company, or
 - iv. any of their subsidiaries or affiliates.
- 3. Video surveillance and telecommunications equipment or services produced or provided by an entity that the United States Secretary of Defense determines is owned by, controlled by, or connected to the government of the People's Republic of China.

For further information, please follow this link: https://www.acquisition.gov/content/52204-25-prohibition-contracting-certain-telecommunications-and-video-surveillance-services-or-equipment

GSC Due Diligence Questions re: Section 889

In order to enable us make informed decisions, kindly respond to the following questions:

	Yes	No
If you or your organization is providing goods to IRC, are any goods produced by any of the companies described above?		
If you or your organization is providing services to IRC, will you or your organization use any telecommunications equipment, services, or technology produced by the companies' described above as a substantial or essential component of any system, or as critical technology as part of any system, in providing goods or services to IRC?		

If you answered "Yes" to any of the above questions, please provide details here:

Notes:

"Substantial or essential" means that the component is necessary for the proper function or performance of a piece of equipment, system, or service.

Appendix G - Commercial Bid

Please make sure to submit your offer by hand or on the restricted email below:

LB.internet-financial@rescue.org

The Proposers are requested to provide the prices for each item based on the following format. The prices will be fixed throughout the entire term of the contract, in case was granted.

The following is important information regarding this RFP:

- IRC may award the contract to one or more than one Bidder.
- IRC will pay by fresh money USD
- IRC shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed for additional set of related services.
- Partial bidding is acceptable for the below services (based on location)

Table A:

#	Connection Type (Data Usage)	(Download/Upload) Internet Speed	PRICE per MONTH in USD	COMMENTS
1	Microwave, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	1 Mbps / 1 Mbps		
2	Microwave, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	2 Mbps / 2 Mbps		
3	Microwave, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	3 Mbps / 3 Mbps		
4	Microwave, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	4 Mbps / 4 Mbps		
5	Microwave, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	5 Mbps / 5 Mbps		
6	Microwave, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	6 Mbps / 6 Mbps		
7	Microwave, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	7 Mbps / 7 Mbps		
8	Microwave, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	8 Mbps / 8 Mbps		
9	Microwave, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	9 Mbps / 9 Mbps		
10	Microwave, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	10 Mbps / 10 Mbps		
11	Microwave, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	11 Mbps / 11 Mbps		

^{*}Prices should include all expenses limited to transportation, warranty and aftersales support to all locations across Lebanon.

^{*}Prices should be valid for at least 360 days.

12	Microwave, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	12 Mbps / 12 Mbps	
13	Microwave, Dedicated Leased line,	13 Mbps / 13 Mbps	
	Unlimited Quota (8 Public Real IPs)		
14	Microwave, Dedicated Leased line,	14 Mbps / 14 Mbps	
	Unlimited Quota (8 Public Real IPs)		
15	Microwave, Dedicated Leased line,	15 Mbps / 15 Mbps	
	Unlimited Quota (8 Public Real IPs)		
16	Microwave, Dedicated Leased line,	16 Mbps / 16 Mbps	
4-	Unlimited Quota (8 Public Real IPs)	47.10 /47.10	
17	Microwave, Dedicated Leased line,	17 Mbps / 17 Mbps	
40	Unlimited Quota (8 Public Real IPs)	40 MI / 40 MI	
18	Microwave, Dedicated Leased line,	18 Mbps / 18 Mbps	
10	Unlimited Quota (8 Public Real IPs)	20 Mbrs / 20 Mbrs	
19	Microwave, Dedicated Leased line,	20 Mbps / 20 Mbps	
20	Unlimited Quota (8 Public Real IPs) Microwave, Dedicated Leased line,	24 Mbps / 24 Mbps	
20	Unlimited Quota (8 Public Real IPs)	24 Mibps / 24 Mibps	
21	Microwave, Dedicated Leased line,	30 Mbps / 30 Mbps	
21	Unlimited Quota (8 Public Real IPs)	30 Minha / 30 Minha	
22	Microwave, Dedicated Leased line,	35 Mbps / 35 Mbps	
	Unlimited Quota (8 Public Real IPs)	oo mapa / oo mapa	
23	Microwave, Dedicated Leased line,	40 Mbps / 40 Mbps	
	Unlimited Quota (8 Public Real IPs)		
24	Microwave, Dedicated Leased line,	44 Mbps / 44 Mbps	
	Unlimited Quota (8 Public Real IPs)		
25	Microwave, Dedicated Leased line,	50 Mbps / 50 Mbps	
	Unlimited Quota (8 Public Real IPs)		
26	Microwave, Dedicated Leased line,	60 Mbps / 60 Mbps	
	Unlimited Quota (8 Public Real IPs)		
27	Microwave, Dedicated Leased line,	75 Mbps / 75 Mbps	
	Unlimited Quota (8 Public Real IPs)		
28	Microwave, Dedicated Leased line,	100 Mbps / 100 Mbps	
	Unlimited Quota (8 Public Real IPs)		
29	Installation + Equipment for first time	Location: Ashrafieh	
	usage (Microwave)		
30	Installation + Equipment for first time	Location: Deir Dalloum-	
0.4	usage (Microwave)	Akkar	
31	Installation + Equipment for first time	Location: Zahle- Bekaa	
	usage (Microwave)		

Table B:

#	Connection Type (Data Usage)	(Download/Upload) Internet Speed	PRICE per MONTH in USD	COMMENTS
1	Fiber optic, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	2 Mbps / 2 Mbps		
2	Fiber optic, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	4 Mbps / 4 Mbps		
3	Fiber optic, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	6 Mbps / 6 Mbps		
4	Fiber optic, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	8 Mbps / 8 Mbps		

5	Fiber optic, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	10 Mbps / 10 Mbps	
6	Fiber optic, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	12 Mbps / 12 Mbps	
7	Fiber optic, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	14 Mbps / 14 Mbps	
8	Installation + Equipment for first time usage (fiber optic)	Location: Ashrafieh	
9	Installation + Equipment for first time usage (fiber optic)	Location: Deir Dalloum- Akkar	
10	Installation + Equipment for first time usage (fiber optic)	Location: Zahle- Bekaa	

Table C:

Location Area	Connection Type (Data Usage)	(Download/Upload) Internet Speed	PRICE per MONTH in USD	COMMENTS
Ashrafieh	Via Satellite, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	44 Mbps / 44 Mbps		
Deir Dalloum	Via Satellite, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	24 Mbps / 24 Mbps		
Zahle	Via Satellite, Dedicated Leased line, Unlimited Quota (8 Public Real IPs)	16 Mbps / 16 Mbps		

Validity period of Commercial bid prices is:working days	s (min. 360)
Do the prices include <u>VAT</u> ? YES NO	
If <u>NO</u> , please advise if VAT is applicable and should be added. YE	S NO
NOTE: VAT value will be paid in USD currency, and could further be p official exchange rate Name of the company representative:	aid in LBP currency based on the Date:
Signature:	Stamp: