



International Rescue Committee (Kenya Program-Lodwar Field Office)

Request for Proposal (RFP)

Ref No. IRC-KELOD-MSA-2025-03

Supply of Fuel: Diesel, Petroleum, Liquefied Petroleum Gas (LPG) and Lubricants

| Planned Timetable | |
|--|---------------|
| Issue Request for Proposal | 26th May 2025 |
| Suppliers return signed Intent to Bid forms due date | 30th May 2025 |
| Questions from Suppliers due date | 30th May 2025 |
| Answers to Suppliers questions due date | 2nd June 2025 |
| Bid submission due date | 9th June 2025 |
| Bid Opening and Evaluation date | TBC |
| Suppliers visit if applicable | TBC |
| Award of Business | TBC |

| | |
|----------------|-----|
| Contract start | TBC |
|----------------|-----|

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A. INTRODUCTION

1. *The International Rescue committee*

The International Rescue Committee, hereinafter referred to as “the IRC”, is a non-profit, humanitarian agency that provides relief, rehabilitation, protection, resettlement services, and advocacy for refugees, displaced persons and victims of oppression and violent conflict.

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

It is the intent of this RFP to secure competitive proposals to select Supplier(s) for the International Rescue committee Kenya Program-Lodwar Field Office for Supply of Diesel, Petroleum, Liquefied Petroleum Gas (LPG) and Lubricants to IRC Lodwar Field Office. All qualified and interested Suppliers are invited to submit their proposals.

The winning Bidder(s) will enter into a fixed price Master Purchase Agreement (MPA) for one (1) year. Bidders shall be domiciled in and shall comply with all Government Regulations to operate in Kenya. Bidders shall be regular taxpayers and shall furnish a copy of their operating license/certificate of registration valid for the fiscal year 2025/2026. Bidders shall not be under a declaration of ineligibility for corrupt or fraudulent practices.

3. *Cost of Bidding*

The Bidder shall be responsible for all costs associated with the preparation and submission of its bid, and IRC hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS:

4. *The Bidding Documents*

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

The Bidding documents shall include the following documents:

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

5. *Clarification of Bidding Documents*

A prospective Bidder requiring clarification of the Bidding Documents may notify the Purchaser in writing at Procurement.Nairobi@rescue.org. The request for clarification must reach the purchaser not later than **30/5/2025**. The Purchaser shall respond by e-mail providing clarification on the bid documents no later than **2/6/2025**. 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**. Any printed literature furnished by the Bidder and written in another language shall be accompanied by **English** translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the **English** version shall prevail.

7. *Documents Comprising the Bid*

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

Eligibility and Technical Evaluation

- *Cover letter explaining interest to be a contracted vendor or supplier.*
- *Profile of the company (not more than 5 pages)*
- *Certificate of Business registration/incorporation in Kenya.*
- *CR12 from the Registrar of companies.*
- *Valid Single business permit from the local authority.*
- *Valid Tax Compliance Certificates.*
- *Valid Energy and Petroleum Regulatory Authority of Kenya (EPRA) retail license.*
- *Valid NEMA certificate/license specifically authorizing provision of Petrol Station Services.*
- *Distributorship agreement*
- *Pressure test Certificate. A copy of a valid fire clearance certificate from the County Government Fire Prevention Department.*
- *A copy of valid workplace registration Certificate from the Director of Occupational Safety and Health Services.*
- *A copy of valid annual calibration certificates for petroleum dispensers issued by the Department of Weights and Measures*
- *Certificate of verification from relevant government bodies.*
- *Identity Card of the owner of the petrol station*
- *Three (3) References from current or past clients (at least 2 in the last one year) The same should be indicated in Vendor information form, Appendix 3, page 15.*
- *Experience at least for the last 2 years (Attach 3 copies of Contracts or Purchase Orders or Delivery Notes for similar experience..*
- *Intent to bid form (Appendix 2), completed and signed (A copy of this form should be submitted to IRC on or before **30th May 2025** through the email Procurement.Nairobi@rescue.org*

- *Vendor Information Form & IRC Conflict of Interest & Supplier Code of Conduct form (Appendix 3), completed and signed*
- **Financial Proposal**
- A Bid detailing the unit price only in the sheet given for the purpose- VAT inclusive (**Appendix 1**)
- Audited financial statements (Last 2 years) 2023/2024) **OR** bank statement for the last 6 months.

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.

For goods whose prices are regulated by the Energy and Petroleum Regulatory Authority (EPRA) such as petrol and diesel, the unit prices quoted in the Bidder's response shall be subject to the monthly price revisions issued by EPRA. The applicable price shall be the pump price in effect at the time of delivery or invoicing, as mutually agreed by both parties.

9. **Bid Currencies**

All financial rates and amounts entered in the Bid Form and Price Schedule and used in documents, correspondence, or operations pertaining to this tender shall be expressed in **Kenyan Shillings**.

10. **Document Establishing Goods Eligibility and Conformity to Bidding Documents**

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

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

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

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

11. Bid Security

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

12. Period of Validity of Bids

Bids shall remain valid for 90 working days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the Purchaser may request the Bidders to extend the period of validity. The request and the responses thereto shall be made 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:

Bidders shall submit two zipped folders (Technical and Financial folders) through **Online application** to the email address indicated below.

Procurement.Nairobi@rescue.org on or before 9th June 2025 at 5.00pm EAT

EMAIL SUBJECT - Ref No. IRC-KELOD-MSA-2025-03

All bids shall be online. 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. **Technical proposal** (inclusive of documents as articulated in clause 7 of this RFP i.e. Eligibility and Technical documents)
2. **Financial proposal**,
A bid detailing the unit price only as indicated on **Appendix 1**, and audited books of account for the last two years (FY2023 & 2024) **OR** Bank Statements for the last six months.

The two zipped folders/proposals shall be shared online in separate compressed folders (PDF format) and submitted to IRC address indicated below - Procurement.Nairobi@rescue.org

How to Zip a folder

Right-click the folder: Use your mouse and right-click on the folder you want to compress.

Select "Send to" and "Compressed (zipped) folder": A menu will pop up. Hover your cursor over "Send to" and then select "Compressed (zipped) folder" from the submenu.

This will automatically create a new zipped folder containing all the files from the original folder. The new zipped folder will have the same name as the original folder with ".zip" added to the end.

Prices must be in Kenya Shilling , inclusive of VAT and other taxes payable.

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 (%) | Scoring parameters |
|--|---|------------|--|
| Eligibility | Refers to Bidder's ability to demonstrate that they have the documents listed in clause 7. Note: To proceed with the full technical evaluation the bidder must provide all the documents listed in clause 7 | YES/NO | |
| Financial Proposal | | | |
| Financial proposal (Price in prescribed format) | Refers to the offer price in prescribed format (Appendix 1), including taxes, duties, delivery charges, and payment terms | 30% | <i>This shall be weighed against the lowest bid having the highest scores after technical evaluation.</i> [lowest bidder/tender bid] x 30% |
| Technical evaluation | | | |
| Payment terms | Refers to the Bidder providing the most favorable terms of payment. The Purchaser payment terms are to pay within 45 calendar days of acceptance of goods and receipt of invoice. | 5% | Scoring points are 0-4, with score 4 having the full 5% 45 days and above = 4 points 30-44-days = 2 points 29 days and below = 0 points |
| Supplier organization and capacity | Refers to the Supplier's capability to fulfill the IRC's requirement- Bidders must demonstrate that they have all licenses as per Energy Petroleum Regulatory Authority -EPRA for Petroleum Products and Liquified Petroleum Gas (LPG) in cylinder and can comfortably meet organization's fuel demands . (Attach all licenses as indicated in clause 7 of this RFP and pictures of your fuel pumps and state your | 30% | Scoring points are 0-4, with the score 4 having the full 30% Provided all EPRA licenses as per clause 7=1.5 points At least 4 fuel pumps =1 point Reservoir capacity of at least 20,000 ltrs |

| | | | |
|-----------------------|--|-------------|--|
| | reservoir's capacity). | | and above - 1.5 points |
| Experience | Refers to Bidder's ability demonstrate relevant experience and technical knowledge of the goods and services required, experience working with IRC and other INGOs or reputable organizations. Experience at least for the last 2 years (Attach 3 copies of Contracts or Purchase Orders or Delivery Notes , as applicable, for similar experience. | 25% | <p>Scoring points are 0-4, with score 4 having the full 25%</p> <p>Worked with IRC or other NGOs or reputable organizations (similar supplies) with satisfactory performance with copies of Contracts or Purchase Orders or Delivery Notes attached = score 2 points</p> <p>At least 2 Contracts or Purchase Orders with Value of Kes. 250,000 and above = Scores 2 points</p> |
| Supplier visit | Refers to availability for immediate commencement of activities after being contracted demonstrated from a physical visit by IRC Procurement Committee. Physical availability of a fuel stations/offices , Proof of KEBS certification (Diamond Mark of Quality (D-Mark)) and the items/commodities in Appendix 1. | 10% | <p>Scoring points are 0-4, with score 4 having the full 10%</p> <p>Capacity to deliver as assessed by Procurement Committee- scores = 4 points</p> |
| | | 100% | |

18. Contacting the Purchaser

Subject to Clause 5, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded, or the selected qualified supplier is announced.

19. Notification of Award

Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful bidder in writing or where necessary by telephone that his or her bid has been accepted and, selected for 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 Supplier shall warrant that the goods to be supplied are new, unused, of the most recent or current models (products) and meet the Purchaser's specifications.

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

22. Inspection

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

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

23. Price Schedules and Location

Vendors interested in Supply of Fuel: - Diesel, Petroleum, Liquefied Petroleum Gas (LPG) and Lubricants to IRC Lodwar should NOTE that this MPA is only for Lodwar Field office.

24. Service or consultant agreements

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

25. Disclaimer

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

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

G. ETHICAL OPERATING STANDARDS

1. Compliance to the IRC Way

The IRC Way: Standards for Professional Conduct ("The IRC Way"), the IRC's code of conduct, which can be found at: <https://www.rescue.org/page/our-code-conduct> and IRC's combating Trafficking in Persons Policy, which can be found at: <https://rescue.app.box.com/s/h6dv915b72o1mapxg3vczbqxjtboyel>. The IRC Way provides three (3) core values - Integrity, Service, and Accountability – and twenty-two (22) specific undertakings.

The IRC Way provides, inter alia, that IRC does “not engage in theft, corrupt practices, nepotism, bribery, or trade in illicit substances.” IRC’s procurement systems and policies are designed to maximize transparency and minimize the risk of corruption in IRC’s operations.

IRC requests that a supplier

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

2. Bidder Non-Collusion Statement

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

- a) Members of the same family submit separate bids for the same tender.
- b) Separate companies owned by the same person submit separate bids for the same tender.
- c) Employees of a bidding company 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.

Attached Form/Documents

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

Appendix 1 : Price Schedule

| QUANTITY | UNIT | Item description as per the critical parameters set by Kenya Bureau of Standards | UNIT COST APPLICABLE FOR THE CURRENT MONTH |
|----------|-------|--|--|
| 1 | litre | Diesel | |
| 1 | litre | Engine Oil | |
| 1 | litre | Petrol | |

| | | | |
|---|-------|--------------------------|--|
| 1 | litre | Brake Fluid | |
| 1 | pc | 13kg LPG Gas Refill | |
| 1 | pc | 6kg LPG Gas Refill | |
| 1 | pc | 13 Kg LPG Empty Cylinder | |
| 1 | pc | 6 Kg LPG Empty Cylinder | |

Appendix 2 Intent to Bid



International Rescue Committee, Inc. Intent to Bid.

Ref No. IRC-KELOD-MSA-2025-03

Company Name _____

(Please indicate #1 or #2 below)

1. ☐ It is the intent of this company to submit a response to the (Title of RFP) Request for Proposal.

Please provide a name and email address for the person within your company that should receive notices, amendments, etc. that are related to this RFP:

Name _____

Phone _____

Email _____

Signature (If faxed) _____

Title of Person signing _____

Date _____

We realize that this is an intent to bid and in no way obligates this company to participate in this process.

2. ☐ This company DOES NOT intend to participate in this RFP.

Name (Signature if faxed) _____

Title of Person signing _____

Date _____

Please fax or email this form at your earliest convenience to the attention of:

Name (YOU) _____

Fax _____

Email _____

Appendix 3 Vendor Information Form



INTERNATIONAL RESCUE COMMITTEE

Vendor Information Form

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

Please complete all fields.

Fields marked (*) are mandatory.

Vendor Information

| | |
|--|--|
| *Company\Organization Name *For individual consultants, provide legal first and last name | |
| *Any other names company is operating under (Acronyms, Abbreviations, Aliases) | |

| | |
|---|--|
| if any | |
| *Previous names of the company | |
| * BOX Address & Physical Location of your business/Premises | |
| *Website | |
| *Phone/Fax Numbers | Phone: Fax: |
| *Primary Contact | First Name: Last Name: Phone Number: Email Address: |
| *Email address of Accounts Receivable person or team | |
| *Number of Staff | |
| Number of Locations | |
| Avg. \$ Value of Stock on Hand | |
| *Name(s) of Company Owner(s) or Board of Directors or CEO | |
| *Parent companies, if any | |
| *Subsidiary or affiliate companies, if any | |

Financial Information

| | |
|---|--|
| *Bank Name and Address | |
| *Name under which company is registered at bank | <u>This field is mandatory if Wire Transfer is the selected payment method</u> |
| *Specify Standard Payment Terms (Net, 15, 30 days etc.) | |
| *Payment Method (select all that applies) | Payment By: <u>Check</u> Yes No <u>Wire Transfer</u> Yes No <u>Cash</u> Yes No |
| *Name under which company is registered at bank | |

| | |
|----------------------------|--|
| *Bank account number | <u>This field is to be completed upon notification of awarding of order\contract</u> |
| Routing Number | <u>This field is to be completed upon notification of awarding of order\contract</u> |
| Swift code (if applicable) | <u>This field is to be completed upon notification of awarding of order\contract</u> |

Product/Service Information

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

Documentations as applicable:

| | |
|---|---|
| *Registration | Provided ____ Not provided: ____ Reasons: ____ |
| *Tax ID (W9, Tax exempt certificate. etc.) | Provided ____ |
| US Vendors only *Do you require a Form 1099? | Yes____ No____ |

References (MUST)

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

Vendor Self-Certification of Eligibility

Company certifies that:

1. They are not debarred, suspended, or otherwise precluded from participating in major donor (e.g. European Union, European and United States Government, United Nations) competitive bid opportunities.
2. They are not bankrupt or being wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are the

subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

3. They have not been convicted of an offense concerning their professional conduct.
4. They have not been guilty of grave professional misconduct proven by any means that the contracting authority can justify, or been declared to be in serious breach of contract for failure to comply with their contractual obligations towards any contracts awarded in the normal course of business.
5. They have fulfilled obligations related to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country where the contract is to be performed.
6. They have not been the subject of a judgment for fraud, corruption, involvement in a criminal organization or any other illegal activity.
7. They maintain high ethical and social operating standards, including:
 - Working conditions and social rights: Avoidance of Child Labor, bondage, or forced labor; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and the IRC's beneficiaries.
 - Environmental aspects: Provision of goods and services with the least negative impact on the environment.
 - Humanitarian neutrality: Endeavoring to ensure that activities do not render civilians more vulnerable to attack or bring unintended advantage to any military actors or other combatants.
 - Transport and cargo: Not engaged in the illegal manufacture, supply, or transportation of weapons; not engaged in smuggling of drugs or people.
8. Company warrants that, to the best of its knowledge, no IRC employee, officer, consultant or other party related to IRC has a financial interest in the Company's business activities, nor is any IRC employee related to principals or owners of the company. Discovery of an undisclosed Conflict of Interest situation will result in immediate revocation of the Company's Authorized Vendor status and disqualification of Company from participation in future IRC procurement.
9. Vendor hereby confirms that the organization is not conducting business under other names or alias's that have not been declared to IRC.
10. Vendor hereby confirms it does not engage in theft, corrupt practices, collusion, nepotism, bribery, or trade in illicit substances.

By signing the Vendor Information Form you certify that your Company is eligible to supply goods and services to major donor funded organizations and that all of the above statements are accurate and factual.

IRC Conflict of Interest and Vendor Code of Conduct

Vendor hereby agrees that Vendor and Vendor's employees and subcontractors, if any, shall abide by and follow all established written policies of IRC related to work conduct, including, but not limited to, The IRC Way: Standards for Professional Conduct ("The IRC Way"), the IRC's code of conduct, which can be found at:

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

The IRC Way provides three (3) core values - Integrity, Service, and Accountability – and twenty-two (22) specific undertakings. Vendor acknowledges that all IRC employees and independent contractors are expected to apply these core values and follow these undertakings in carrying out work on behalf of IRC. It is a point of pride for IRC to apply these behavioral standards in IRC's everyday operations.

Integrity - At IRC, we are open, honest and trustworthy in dealing with beneficiaries, partners, co-workers, donors, funders, and the communities we affect.

- We work to build the trust of the communities in which we work and sustain the trust earned by our reputation in serving our beneficiaries.
- We recognize that our talented and dedicated staff are our greatest asset and we conduct ourselves in ways that reflect the highest standards of organizational and individual conduct.
- Throughout our work, IRC respects the dignity, values, history, religion, and culture of those we serve.
- We respect equally the rights of women and men and we do not support practices that undermine the human rights of anyone.
- We refrain from all practices that undermine the integrity of the organization including any form of exploitation, discrimination, harassment, retaliation or abuse of colleagues, beneficiaries, and the communities in which we work.
- We do not engage in theft, corrupt practices, nepotism, bribery, or trade in illicit substances.
- We accept funds and donations only from sources whose aims are consistent with our mission, objectives, and capacity, and which do not undermine our independence and identity.
- We support human rights consistent with the UN Universal Declaration of Human Rights and The Convention on the Rights of the Child.
- We rigorously enforce the UN Secretary General's Bulletin on the Protection from Sexual Exploitation and Abuse of Beneficiaries.
- IRC recognizes its obligation of care for all IRC staff and assumes their loyalty and cooperation.

Service - At IRC, our primary responsibility is to the people we serve.

- As a guiding principle of our work, IRC encourages self-reliance and supports the right of people to fully participate in decisions that affect their lives.
- We create durable solutions and conditions that foster peace, stability and social, economic, and political development in communities where we work.
- We design programs to respond to beneficiaries' needs including emergency relief, rehabilitation, and protection of human rights, post-conflict development, resettlement, and advocacy on their behalf.
- We seek to adopt best practices and evidence-based indicators that demonstrate the quality of our work.

- We endorse the Code of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Relief.

Accountability - At IRC, we are accountable – individually and collectively – for our behaviors, actions and results.

- We are accountable and transparent in our dealings with colleagues, beneficiaries, partners, donors, and the communities we affect.
- We strive to comply with the laws of the governing institutions where we work.
- We maintain and disseminate accurate financial information and information on our goals and activities to interested parties.
- We are responsible stewards of funds entrusted to our use.
- We integrate individual accountability of staff through the use of performance evaluations.
- We utilize the resources available to our organization in order to pursue our mission and strategic objectives in cost effective ways.
- We strive to eliminate waste and unnecessary expense, and to direct all possible resources to the people we serve

Conflict of Interest and Legal Compliance

- Vendor hereby warrants that, to the best of its knowledge, no IRC employee, officer, consultant or other party related to IRC has a financial interest in the Vendor's business activities.
- Vendor hereby warrants that, to the best of its knowledge, no IRC employee, officer, consultant or other party related to IRC has a family relationship with the vendor's owners.
- Discovery of an undisclosed conflict of interest will result in immediate termination of any Agreement and disqualification of Vendor from participation in current and future IRC activities.
- Vendor hereby warrants that the organization is not conducting business under other names or alias's that have not been declared to IRC.
- Vendor hereby warrants that it does not engage in theft, corrupt practices, collusion, nepotism, bribery, trade in illicit substances, or terrorism or support of terrorism.
- Vendor hereby warrants that it complies with all applicable laws, statutes and regulations, including, but not limited to, export controls, import controls, customs regulations, trade embargoes and other trade sanctions and laws governing unlawful boycotts and payments to foreign government officials.

Vendor hereby agrees to maintain high ethical and social standards:

- Working conditions and social rights: Avoidance of child labor, bondage, or forced labor; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and IRC's beneficiaries; prohibition of trafficking in persons.

- Environmental aspects: Provision of goods and services with the least negative impact on the environment.
- Humanitarian neutrality: Endeavoring to ensure that activities do not render civilians more vulnerable to attack or bring unintended advantage to any military actors or other combatants.
- Transport and cargo: Not engaged in the illegal manufacture, supply, or transportation of weapons; not engaged in smuggling of drugs or people.

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 in immediate termination of any agreement in place and disqualification from participation in future IRC activities.

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

