



Call for Expression of Interest for private sector engagement

IOE-RI-SSD-JUBA-022-0101- Seed security assessment/multiplication engagements in Maban.

This call for expression of interest is to promote quality seed production as a business through community-based seed initiative.

1.0. Introduction

Relief International is a leading nonprofit organization working in 20 countries to relieve poverty, ensure well-being and advance dignity. We specialize in fragile settings, responding to natural disasters, humanitarian crises and chronic poverty.

Relief International combines humanitarian and development approaches to provide immediate services while laying the groundwork for long-term impact. Our signature approach — which we call the RI Way—emphasizes local participation, an integration of services, strategic partnerships, and a focus on civic skills. In this way, we empower communities to find, design and implement the solutions that work best for them.

1.1.

1.2. Why partner with the Private sector in Maban.

The private sector plays a pivotal role in providing livelihoods opportunities for refugees and host communities. From employment and business opportunities, to providing critical goods and services. Refugees and host population's livelihoods are very closely linked to private enterprises. Companies can benefit from working with refugees and hosting communities who provide a source of skills, knowledge, and expertise, as well as markets for products and services. The engagement of the Private sector with refugees and host communities creates shared value for all stakeholders – from the refugees and companies concerned, to the host communities, local economy and wider society in which refugees live.

Relief International, therefore, is looking to partner/engage with a registered/recognized Seed Company to support the community seed-based multiplication/production activities in Maban throughout the farming season in 2022.

1.3. Project background

The Healthy Practices Resilient Communities (HPRC -II) project is a one-year project funded by UNHCR in Maban county Upper Nile state. The goal of the project is to support 188,527 persons of concern refugees and 38,414 adjacent host population become healthier and benefit from improved access to basic services, whilst achieving greater self-reliance and gender equality at the community level in a protective environment. The project has four components: Health, Nutrition, Energy and Environment, and livelihood (agriculture and enterprise development).

Under livelihood support to refugees and host community, the project in 2022 will continue to engage the already formed 50 farmer producer groups (1000 members) to promote community-based seed production through farmer capacity enhancement and business skills

along the seed production chain. Sorghum, maize, cowpeas, groundnuts, and sesame seeds are being promoted under this model. However, root tubers (cassava and sweet potatoes, etc), and other crops, which are of high nutritional value, such as Beans and Cow peas can also be promoted. The Seed multiplication promoted by this initiative will ensure that locally produced quality seeds are available within the refugee and host communities; access to quality seed will enable households to resume own food production, alleviating persistent food security and potentially enhancing self-reliance for refugees and host community. The expected outcome of the community-based seed multiplication initiative increased household food production through enhanced access to quality agricultural inputs and capacity building.

1.4. Purpose of the partnership

The community-based seed production partnership with a nationally registered or recognized Seed company is to support the FPGs and Progressive Farmers to produce seeds of Sorghum, Maize, sesame, groundnuts, and pilot the production of other crops such as tubers that have high nutritional value in Maban county. The main purpose of the partnership is to promote local production of quality seeds of desired crop types/varieties in the area with support from the seed company, so that.

- there is increased availability of and access to quality seeds in Maban county and surrounding areas
- there is improved farmers' production and productivity through use of quality seeds
- there is enhanced formal seed business through business-business-linkage with the seed company(ies)
- to increase farmers' income through seed production as a business and in turn improve their livelihood.

2.0. Scope of work

- 2.1. Conduct consultative meetings with RI, the county agriculture department and local community leaders from refugee and host community.
- 2.2. Conduct farmers needs assessment for engagement in seed production as a business.
- 2.3. Select willing and interested FPGs and Progressive farmers (PFs) that meet the criteria to produce seeds.
- 2.4. Support Relief international in conducting a detailed seed security assessment in Maban.
- 2.5. Negotiate and agree on seed price with the FPGs from onset of the activity. The seed company will procure the seed from the Seed producers and, after conditioning, sell to Relief International at subsidized price, and the excess to any party at market price.
- 2.6. With support from RI, provide farmer saved seeds or QDS to FPGs and PFs, and where possible provide Foundations seeds and required inputs (if necessary) for production of Quality Declared Seed (QDS) of the selected sorghum, ground nuts and maize crop types and varieties.
- 2.7. Train the selected farmer producer groups (FPGs) on seed production practices to strengthen their organizational and business skills for effective management of seed production for business.
- 2.8. Coach and mentor identified farmers, Peer Extension Agents, willing FSL committee members and RI Field Assistants on on-farm inspection and management.

- 2.9. Guide and monitor farmers in the process of seed production and handling to ensure that quality seeds are produced,
- 2.10. Train farmers on harvesting and post-harvest handling techniques including – drying, grading, sorting, labelling, and packaging.
- 2.11. Establish and manage demo plots for showcasing new technologies like new crop varieties, use of fertilizers, QDS versus farmer saved seeds.
- 2.12. Jointly together with RI, conduct Farmer Field Day (FFD) events at the demo plot per project site.
- 2.13. Work closely with the project team, county agriculture departments/Payam agriculture extension agents, and FSL committee representatives, etc.
- 2.14. Conduct yield and post-harvest assessment with farmer groups and progressive farmers in Maban.

3.0. Deliverables

- 3.1. Seeds security assessment report including types of crops and varieties that are suitable for Maban soils and climate.
- 3.2. Production of seed production manual/guide for each crop type and variety.
- 3.3. Consolidated database for seed production detailing sex segregated list and contacts of identified seed FPGs per crop type per project site (refugees and host community) including area of land covered by each farmer. RI will share the database including the field data collection form.
- 3.4. Yield and post-harvest assessment report
- 3.5. Progress reports including the following but not limited to:
 - Training type, topics and participants, inspection reports, established demos (if any), FFD events, quantity of seed produced per farmer, number of business linkage created, quantity of seed sold by farmer, buyer's detail, value of seed sold per farmer, etc.

4.0. (a) Responsibilities of the locally registered/recognized seed company

- Periodically deploy its personnel on ground to provide close day to day monitoring of the field seed production activities
- Train and support 10 or more FPGs including progressive farmers on recommended seed production and handling practices mainly for sorghum, maize, sesame, groundnuts, and cowpeas.
- Develop a comprehensive working approach including workplan and budgets for engagement with Farmer Producer groups and progressive farmers. The plan should include number of personnel to be engaged, number of trainings, topics, logistical needs transport cost (if outside Maban), ability and cost to provide agro input, etc
- Negotiate the seed buying price with FPGs and progressive farmers before start of the production process. RI will then procure the seeds from the company at subsidized price after conditioning.
- Where possible, provide foundation seeds to selected FPGs and Progressive farmers.
- Buy the multiplied seeds from the farmers.
- Render other extension services on agreed terms, e.g., land preparation, credit services, etc.

- Collaborate with county agriculture department in Maban to conduct field seed inspections.
- Process and market the seeds to the final user including RI.
- Guide and advise RI project team in identifying other crop and vegetable types and varieties for piloting and upscaling, including the construction of seed storage facilities in Maban.
- Together with RI project team, conduct seeds security assessment and produce report for the project.

4.0. (b) Roles and Responsibilities of the Farmer

- Secure land with support from Relief International and community leaders (refugees only)
- Prepare the land by clearing and removing off stumps for efficient tractor work
- Accept and participate in all trainings
- Adhere to the recommended production practices for the attainment and preservation of the desired quality
- Negotiate the seed selling price with the Seed company.
- Sell all the produced seed to the seed company at the agreed price.

4.0. (c) Role of Relief International

- Provide logistical support to Seed company to facilitate movement, accommodation, and training of seed producers.
- Facilitate provision of conditioned seeds (FSS or QDS) by the seed company to seed growers.
- Provide tractor tillage services to farmer groups and progressive farmers through land preparation, farm scouting and community awareness to communities on the importance of seed/food production.
- Facilitating training of the farmers
- If funds allow construct storage facilities for aggregation of the seed so that farmers don't keep seeds in their households.

5.0. Conditions of work

- During the engagement period the company personnel will be accommodated in RI compounds. Transport will be provided for field engagements with the farmers.
- The company will be required to abide by RI's security procedures and other relevant policies, e.g code of conduct.
- The training reports, manuals, and other documents produced by the company will remain the property of the RI.

6.0. Time frame

The starting period for this engagement is from March to December 2022.

7.0. Selection/Evaluation criteria

Selection of the seed company will be based on a set of fundamental criteria that each seed company must meet for further engagement. These are **mandatory requirements stage** and

additional requirements stage criteria that each seed company must meet as summarized below.

No	Requirement	Description	Criteria	Pass/Fail
Stage 1: Mandatory Requirements				
1	Statutory Documents	<ul style="list-style-type: none"> Valid Certificate of incorporation Valid Trading license Valid Operation Certificate Valid registration and Tax compliance certificate Recommendation certificate from Ministry of Agriculture and Food security (Ross) as a member of Seed Trade Association of South Sudan (STASS). 	Mandatory requirement	Pass
				Fail
2	Vendor Registration form	The Seed company must complete the vendor registration form (Annex A), if new. Or provide its vendor number, if already registered by Relief International	Mandatory requirement	Pass
				Fail
3	Relief international code of conduct	The Seed company must confirm its acceptance of Annex B – RI Code of conduct	Mandatory requirement	Pass
				Fail
4	Screening Test	In line with UNHCR screening tests, Relief International will not partner with persons or entities involved in one or more of the following entailed in Annex C: (ARMAMENTS, TOBACCO, FORCED DISPLACEMENT, HUMSN RIGHTS ABUSES, INCLUDING CHILD LABOR/FORCED LABOR, UN SANCTIONS). In addition, Applicant must not be person who has bad record or has been convicted of Sexual Exploitation and Abuse (PSEA), Sexual Harassment and Child abuse cases	Mandatory requirement	Pass
				Fail
5	Comprehensive implementation approach and workplan	A detailed engagement approach and work plan detailing seed production chain from production to marketing, including the ability to provide foundation seeds, engage with farmers and other stakeholders and financial ability to procure quality seed from farmers	Mandatory requirement	Pass
				Fail
Stage 2: additional evaluation criteria				
6	Experience	The entity shall provide a proof of experience in theoretical and practical grounding in agronomy, crop, and seed production systems. Experience working with Humanitarian organizations (UN and INGOs), governmental agencies and other companies is an added advantage.	Three or more CVs of personnel provided	Pass
				Fail
			Less than three ore no CVs submitted	Pass
				Fail
7	Company profile	Submission of full company profile, specifying line of business and experience in the market with complete name, physical address, telephone, email, and contact person.	Company profile with all contact details provided	Pass

			Company profile with all contact details provided	Fail
8	Innovative approaches	Specify innovative approaches to promote production of other crop types and varieties, advise RI project team in construction of storage facilities	The company proposed Innovative approaches	Pass
			The company did not propose innovative approaches	Fail

Note.

Only entities whose submission obtain **ALL PASS** in the **Mandatory Requirement stage – 1** and obtain at least Two (02) PASS from **additional Evaluation Criteria in stage – 2** will be considered for further engagement.

This process shall use as a prequalification exercise with potential of establishing long term framework agreement for a period not exceeding 2 years.

8.0. How to apply

1. Interested applicants must be submit the applications no later than 4:00 PM Local Time, Friday, **Monday April 4th 2022** only through secured tender email; tender.southsudan@ri.org with subject line ***“IOE-RI-SSD-JUBA-022-0101- Seed security assessment/Seed multiplication engagements in Maban.”***
2. Any clarifications and queries should be requested by sending to ssd.procurements@ri.org with subject line ***“IOE-RI-SSD-JUBA-022-0101- Seed security assessment/Seed multiplication engagements in Maban”***.
3. As a measure of combating spread of Covid19, **NO DOCUMENT SHALL BE SUBMITTED AND RECEIVED THROUGH TENDER BOX.**
4. Only firms or individuals specialized in Seed Production and Seed Multiplication shall be considered. Relief International reserves the right not to consider companies with no specialty in Seed Production/Seed Multiplication.
5. Relief International – South Sudan reserves the right to accept or reject any incomplete EOI documents.
6. EOI Bids received after submission deadline above, will not be accepted

Disclaimer: Applications that do not meet the minimum requirements listed above will not be considered. Due to the urgency of this assignment, applications will be short listed on a regular basis and we may offer this post before the closing date.

Annex C. Compliance to Screening Test

1. **ARMAMENTS.** UNHCR will not partner with persons or entities that have been involved in the manufacture or distribution of armaments (including land mines and their components, weapons component producers and suppliers to the armaments industry). Military supply and equipment companies may be exempted in this category regarding the supply of necessary items such as tents and blankets in emergencies.
2. **TOBACCO.** UNHCR will not partner with persons or entities involved in the growing of tobacco or the manufacture of tobacco-related products.
3. **FORCED DISPLACEMENT.** UNHCR will not partner with persons or entities that have caused the forced displacement of populations in the past five years, or whose brand/public image is associated with forced displacement.
4. **HUMAN RIGHTS ABUSES, INCLUDING CHILD LABOUR/ FORCED LABOUR.** UNHCR will not partner with persons or entities that have been involved in systematic human rights violations, including the use of child and/or forced labour and exploitative labour practices in their supply chains in the past five years. UNHCR will not partner with any entities or persons who contribute or are otherwise complicit in human rights abuses, including through business activities; systematic unethical behaviours (money laundering, bribery, and corruption); or which tolerate human rights violations, including rights of indigenous peoples and/or other vulnerable groups. UNHCR will, on a case-by-case basis, consider partnerships with entities that have a track record of leadership and responsible behaviour in identifying and eliminating human rights violations within their supply chains.
5. **UN SANCTIONS.** UNHCR will not partner with persons or entities who are listed in the Consolidated United Nations Security Council Sanctions List or that have engaged in activities that are inconsistent with UN sanctions in the past five years.

We would like to share Relief International's values with you:

We uphold the Humanitarian Principles: humanity, neutrality, impartiality, and operational independence. We affirmatively engage the most vulnerable communities. We value:

- Inclusiveness
- Transparency and Accountability
- Agility and Innovation
- Collaboration
- Sustainability

Annex Attachments

Annex A- Vendor Registration Form

Annex B- RI Code of conduct



VENDOR REGISTRATION FORM

Section 1: Vendor Details and General Information	
1. Name of Vendor	
2. Physical Address:	
3. Mailing address (if different from above):	
4. Telephone Number:	
5. Email Contact:	
6. WWW address:	
7. Contact Name and Title:	
8. Parent Company (Full legal Name):	
9. Subsidiaries, Associates and/or Overseas Representative(s) - (attach a List if necessary):	
10. Type of Business:	
Corporate/ Limited:	Partnership: Other (specify):
11. Nature of Business:	
Manufacturer: <input type="checkbox"/>	Authorised Agent: <input type="checkbox"/> Trader: <input type="checkbox"/> Consulting Company: <input type="checkbox"/> Other (specify):
12. Year Established:	
13. Number of Full-Time Employees:	
14. License/Registration Number & Details:	
15. VAT Number / Tax ID:	

Section 2: Financial Information	
16. Annual Value of Total Sales for the last 3 Years:	
Year _____ : USD _____	Year _____ : USD _____ Year _____ : USD _____
17. Annual Value of Export Sales for the last 3 Years:	
Year _____ : USD _____	Year _____ : USD _____ Year _____ : USD _____
18. Bank Name:	Swift/BIC Address:
Address:	



19. Bank Account Number: Account Name:

20. Please provide a copy of the company's most recent Annual or Audited Financial Report. If available, please provide Credit Rating by Dun and Bradstreet or equivalent:

Section 3: Technical Capability and Information on Goods / Services Offered

21. Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (please provide a Copy of your latest Certificate):

22. International Offices/Representation (Countries where the Company has local Offices/Representation):

23. For Goods only, do those offered for Supply conform to National/International Quality Standards?

Yes No

24. List below up to fifteen (15) of your core Goods/Services offered:

Section 4: Experience

25. Recent Contracts with International Aid Organisations and/or the United Nations:

Organization Name	Value	Year	Goods/Services Provided

26. To which Countries has your Company exported and/or managed Projects over the last 3 Years?

Section 5: OTHER

27. Does your Company have a written Statement of its Environmental Policy? (If yes, please attach a Copy)

Yes No

28. Please list any Disputes your Company has been involved in with Intl. Aid Organisations and/or UN Organisations over the last 3 Years:

29. List any National or International Trade or Professional Organisations of which your Company is a Member.



Certification:

I, the undersigned, hereby accept the basic General Conditions, a copy of which has been provided to me and warrant that the information provided in this form is correct, and in the event of changes details will be provided as soon as possible:

Name	Functional Title
Signature	Date

NOTE: Please be informed that this agency does not do business with companies or any of their affiliates or subsidiaries that engage in any practice inconsistent with the rights set forth in the convention on the Rights of the Child, regarding certain protection applicable to children performing work. Nor does this agency do business with companies that engage in the sale or manufacture of anti-personnel mines, or any significant component produced primarily for the operation thereof.

INSTRUCTIONS FOR COMPLETION

The form should be typewritten in uppercase and completed clearly and accurately ensuring that all questions are answered. The numbers below correspond to item numbers on the registration form:

If information does not fit within the format provided please provide, on a separate sheet all additional information which responds to the requested detail about your company.

Question 25: Enter the name(s) of International Aid or UN organisations, which your company has dealt with recently. Provide the value and the year of the contract, the goods/services supplied and the country of destination of each contract. If you have had more than 7 of such contracts, please attach a separate sheet indicating the others. Documentary evidence of such contracts is required, e.g. copies of purchase orders. Organisations in the UN system are: UN; UNCTAD; UNEP; UNCHS (Habitat); UNICEF; UNDP; WFP; UNHCR; UNRWA; UNFPA; UNOPS; UNU; ILO; FAO; UNESCO; ICAO; WHO; WB; IMF; UPU; ITU; WMO; IMO; WTO; WIPO; IAPSO; IFAD; UNIDO; IAEA; ITC; ECA; ECE; ECLAC; ESCAP; ESCWA.

Please read the enclosed General Conditions carefully, as signature of the form signifies acceptance. The form should be signed by the person completing it and their name and title should be typed, along with the date.



GENERAL TERMS & CONDITIONS

Insurance Coverage. RI assumes no liability for accidents or injury to CONTRACTOR or their staff during the performance of work under this Contract. It is CONTRACTOR's obligation to make sure that it has the necessary comprehensive general liability, medical and evacuation insurances in place.

Audit. Contractor agrees to establish and maintain reasonable accounting measures that would enable RI to readily identify Contractor's assets, expenses, costs of goods, and use of funds. RI shall have the right, at its own expense, to audit and review any financial or operational information of Contractor, or any data collected from the field relating to the work performed. Additionally, Contractor may be subject to audit requirements by authorized representatives of the prime contractor or award agency relating to this agreement, under the control of RI

Relationship of the Partners: The signatory parties of the present Contract are independent organizations and are not agents of each other, joint ventures, or partners. Neither party is authorized or empowered to act on behalf of the other with regard to any contract, warranty, or representation as to any matter. Each party will maintain sole and exclusive control of its own personnel and operations.

Ownership of Work Product: Ownership of all RI concepts, ideas, procedures and technologies that RI has either partially or fully developed prior to the effective date of this Contract shall be and remain the exclusive property of RI. Any documents, recordings, speeches, photographs, manuals, plans, program designs, proposals, research materials, charts, maps, audiovisuals and other material or devices, articles or manuscripts or public relations material or any other products requested or required by RI as part of Contractor's job will remain completely as the exclusive property of RI.

Supplies, Equipment, Materials and Procurement. All non-expendable equipment furnished or financed by RI shall remain the property of RI and shall be returned by Contractor to RI within thirty (30) days of the expiration or termination of the present Contract unless otherwise agreed upon between the Parties. Non-expendable equipment is defined as an item which has a purchase price of US \$1,000 or more, or the equivalent in local currency at the official rate of exchange on the date of purchase.

Confidentiality and Non-disclosure: Contractor agree to keep confidential and not to disclose, without the prior written approval of RI's Country director, any information or data confidential to RI.

Special Indemnification. Contractor, at Contractor's own expense, shall defend, indemnify, and hold harmless RI, its licensees, consultants, and agents from any claim, demand, cause of action, and liability, including attorney's fees, to the extent Contractor acted intentionally or with gross negligence to infringe or violate the patent, copyright, license, or other proprietary right of a third party.

General Indemnification: Each party shall indemnify and save harmless the other party from and against any loss, expense, including attorney's fees, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or both, arising out of the activities being implemented under this Contract.

Force Majeure: Neither party shall be liable for a failure to carry out the activities under this Contract because of any unforeseeable event beyond its reasonable control and not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations under the Contract (and which it has been unable to overcome by the exercise of due diligence).

Communication: All official communication related to this agreement shall be delivered to the offices indicated hereunder:

Governing Law: The construction, validity, performance and effect of this Contract for Services shall be governed by the laws applicable to South Sudan with regard to all purposes related to this Contract.

Severability: Each provision of this Contract is severable. If one provision is declared void, illegal or unenforceable, the remaining paragraphs shall retain their full force and effect.

Termination: Either of the signatory parties may terminate this Contract for cause at any time, in whole or in part, upon one week advance written notice to the other, whenever it is determined that the party has failed to comply with the terms and conditions of this Contract. The terminating party shall provide written explanation of the basis for its determination and subsequent actions to be taken by either party within 5 calendar days of its notification to terminate or suspend the Contract. The parties may also agree mutually to terminate this Contract at any time, in whole or in part, if both parties agree that the continuation of the Contract would not produce beneficial results. The terms of this Contract will remain in effect until the date of termination.

Notwithstanding any other provision in this Agreement, Contractor understands and agrees that RI has no obligation to provide Contractor with work or any minimum hours. This Contract for Services shall not be deemed terminated as a result of any lack of work. Termination or expiration of this Contract shall not affect Contractor's continuing obligation under Sections 8, 9, and 11 of this Contract relating respectively to ownership of work, confidentiality, non-disclosure and indemnification.

Compliance with Laws: In the course of performance hereunder, the parties shall comply with all applicable local, state and federal laws and regulations. Contractor is reminded that U.S. executive order and U.S. law (including, without limitation, the USA Patriot Act) prohibit transactions associated with terrorism. It is the legal responsibility of Contractor to ensure compliance with such executive order and law.

Arbitration: If any dispute in connection with this Contract for Services arises between the parties, and such dispute cannot be amicably resolved by the parties despite diligent efforts thereto, such claim or dispute shall be submitted to South Sudan specialized courts which are the only authority to refer to in case of any disagreement arises on the terms of Contract.

Amendments: The present Contract for Services may be amended or revised by mutual agreement as recorded by an exchange of letters between the parties. The amended or revised clauses shall become effective from the date of their adoption.

Assignment/Sub-contracting: Contractor shall not assign this Contract, in whole or in part, without the prior written consent of RI. With RI's written consent. Contractor may subcontract some or all of the services required under this Contract for Services.

Anti-Terrorism Certification. Contractor must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).



Not Debarred or Suspended. Contractor certifies that neither it nor its principals are presently excluded or disqualified from participation in this transaction by any US Government department or agency.

Lobbying Certification. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.

Access to Books and Records. RI, USAID, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

Anti-Trafficking. The Contractor or its employees, or any Subcontractor or its employees, must not engage in any of the following conduct: Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;

Procure a commercial sex act during the period of this Contract;
Use forced labor in the performance of the Contract; or
Commit acts that directly support or advance trafficking in persons, including the following acts:

- Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
- Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless: (a) exempted from the requirement to provide or pay for such return transportation by RI under this award; or (b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
- Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- Charging employee's recruitment fees; or
- Providing or arranging housing that fails to meet the host country housing and safety standards.

Contractor agrees to report in a timely manner to RI any credible information from any source that alleges the contractor or any sub-contractor has engaged in any of the prohibited activities identified in this provision. Reports should also be made to RIs integrity hotline at incidents@ri.org or to the human trafficking hotline +1 844 888 FREE(3733) or email help@befree.org

Whistleblower Protection Program.

The Contractor must inform its employees working under this contract in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712.

The Contractor must not require its employees or sub-contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees or sub-contractors from lawfully reporting waste, fraud, or abuse related to the performance of this contract to RI or to USAID's Office of the Inspector General.

The Contractor must notify current employees and sub-contractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.

If RI, USAID or other authorized officials of the US Government determines that the Contractor is not in compliance with the requirements of this provision, RI may, at its sole discretion, suspend or terminate the contract. Further, RI may, at its sole discretion, decide not pay a portion or all of amounts invoiced or expenditures incurred, as applicable, by the Contractor with funds provided under this contract, and also may require the Contractor to refund a portion or all of any amounts paid to the Contractor under this contract.

Terms in this clause will have the meaning defined in this section or as defined in 2 CFR 200.

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the Contractor requires any of its employees or sub-contractors to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that Contractor employees or sub-contractors sign at the behest of a US government agency.

The Contractor must include this provision, including this paragraph (e), in sub awards and sub-contracts funded under this contract.

Mandatory Disclosures. Contractor must disclose, in a timely manner and in writing to Relief International and to the USAID Office of Inspector General all violations of federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal Award. Disclosures must be sent to: Relief International's Country Director, or via email to incidents@ri.org

Disclosures to USAID must be sent to:
U.S. Agency for International Development
Office of the Inspector General
P.O. Box 657, Washington, DC 20044-0657
Phone: 1-800-230-6539 or 202-712-1023
Email: ig.hotline@usaid.gov
URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>

Anti-Discrimination and Equal Opportunity. USAID policy requires that the contractor not discriminate against any beneficiaries in implementation of this contract, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this contract on the basis of any factor not expressly stated in the contract. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the contractor to target activities toward the assistance needs of certain populations as defined in the contract.

Flow Down Required. The Contractor agrees to incorporate the terms of "Donor Required Terms and Conditions - USAID" word-for-word in all of its sub-contracts funded under this Contract, if any.

Authority & Binding Effect: By his or her signature below, each signatory hereto represents and warrants that he or she is duly authorized to enter into this Contract on behalf of the party he or she purports to represent such that, upon execution and delivery, this Contract shall be a binding obligation of each party. This Contract shall be binding upon and inure to the benefit of each party's legal representatives, successors and permitted assigns.

Mandatory Principles



For the duration of the contract the Contractor and its staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular, and in accordance with the legal basic act concerned, tenderers who have been awarded contracts shall respect core labor standards as defined in the relevant International Labor Organization (ILO) conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labor; Elimination of forced and compulsory labor; Abolition of child labor).

The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession.

RI reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contractor fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with Relief International.

Relief International reserves the right to suspend or cancel the contract, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, Relief International may refrain from concluding the Contract.

Complete Contract: This document constitutes the complete and exclusive Contract between the parties, superseding all representations, proposals or promises whether oral or written, and all other communications between the parties, relating to the subject of this Contract.

Inconsistency between the English Version and Translations: In the event of inconsistency between any terms of this Contract for Services and any translation into another language, the English language meaning shall control.



SUPPLIER CODE OF CONDUCT¹

International Labor Conventions and Recommendations: The International Labor Standards (i.e., Conventions and Recommendations) as established by the tripartite UN specialized agency, the International Labour Organization (ILO), have served as the foundation on which much of this Code of Conduct is based.

It is Relief International's (the organization) expectation that any supplier providing products or services to the organization will, adhere to the principles concerning International Labor Standards summarized below in paragraphs 4 – 9.²

1. Scope of Application:

The provisions of this Code of Conduct set forth the expectations for all suppliers with whom the organization does business. These principles apply to suppliers and their employees, parent, subsidiary or affiliate entities, and subcontractors. Suppliers are expected to ensure that this Code of Conduct is communicated to their employees, parent, subsidiary and affiliated entities as well as any subcontractors, and that it is done in the local language and in a manner that is understood by all.

2. Continuous Improvement:

The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers. Suppliers are expected to strive to exceed both international and industry best practices. Suppliers are also expected to encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct. It is recognized that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions accordingly.

3. Management, Monitoring and Evaluation:

It is the expectation that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. Suppliers are expected to establish and maintain appropriate management systems related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. Supplier participants in the Global Compact are strongly encouraged to operationalize its principles and to communicate their progress annually to stakeholders. The organization may monitor that milestones have been set and management systems have been put in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact the future ability of a supplier to do business. To review the progress of suppliers and subcontractors in implementing the Code of Conduct, the organization may take various supporting initiatives, including requesting suppliers to commit to the Global Compact, to self-certify that they comply with the Code of Conduct and, in some cases, to conduct on site evaluations and inspections of supplier facilities and those of their subcontractors.

Labor:

4. Freedom of Association and Collective Bargaining: Suppliers are expected to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to

¹This document has been modified from the UN Supplier Code of Conduct

² The full texts of the ILO Conventions and Recommendations can be accessed at:
<http://www.ilo.org/global/standards/lang--en/index.htm>

bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively.³

5. Forced or Compulsory Labor: Suppliers are expected to prohibit forced or compulsory labor in all its forms.⁴

6. Child Labor: Suppliers are expected not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.⁵

7. Discrimination: The UN expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, color, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place.⁶

8. Wages, Working Hours and Other Conditions of Work: Suppliers are expected to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Suppliers should keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and suppliers should inform the workers concerned of such deductions at the time of each payment. The wages, hours of work and other conditions of work provided by suppliers should be not less favorable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out.⁷

9. Health and Safety: Suppliers are expected to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.⁸

³ These principles are set out in the ILO fundamental Conventions, No. 87, *Freedom of Association and Protection of the Right to Organise*, 1948 and No. 98, *Right to Organise and Collective Bargaining*, 1949.

⁴ This principle is set out in the ILO fundamental conventions, No. 29, *Forced Labour*, 1930 and No. 105, *Abolition of Forced Labour*, 1957.

⁵ These principles are set out in the ILO fundamental Conventions, No. 138, *Minimum Age*, 1973 and No. 182, *Worst Forms of Child Labour*, 1999 and in the UN Convention on the Rights of the Child.

⁶ These principles are set out in the ILO fundamental Conventions, No. 100, *Equal Remuneration*, 1951 and No. 111, *Discrimination (Employment and Occupation)*, 1958.

⁷ These principles are set out in ILO Conventions No. 95, *Protection of Wages*, 1949 and No. 94, *Labour Clauses (Public Contracts)*, 1949 and in a number of Conventions addressing working time (see: <http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/working-time/lang--en/index.htm>).

⁸ These principles are set out in the ILO Conventions, Recommendations and Codes of Practice identified at: <http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/occupational-safety-and-health/lang--en/index.htm>.]

Human Rights:

10. Human Rights: Suppliers are expected to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.⁹

11. Harassment, Harsh or Inhumane Treatment: Suppliers are expected to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

12. Mines: Suppliers are expected not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

Environment:

13. Environmental: Suppliers are expected to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

14. Chemical and Hazardous Materials: Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

15. Wastewater and Solid Waste: Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

16. Air Emissions: Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge or disposal.

17. Minimize Waste, Maximize Recycling: Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

Ethical conduct:

18. Corruption: Suppliers are expected to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.

19. Conflict of Interest: Suppliers are expected to disclose to the organization any situation that may appear as a conflict of interest, and disclose to the organization if any organizational official or professional under contract with the organization may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

20. Gifts and Hospitality: The organization has a "zero tolerance" policy and does not accept any type of

⁹ These principles are derived from Universal Declaration of Human Rights (UDHR) and are set out in the United Nations Global Compact (see http://www.unglobalcompact.org/Issues/human_rights/index.html)

gift or any offer of hospitality. The organization will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. Suppliers are expected not to offer any benefit such as free goods or services, employment or sales opportunity to an organization staff member in order to facilitate the suppliers' business.

21. Post-employment restrictions: Post-employment restrictions may apply to organization staff in service and former organization staff members who participated in the procurement process, if such persons had prior professional dealings with suppliers. Suppliers are expected to refrain from offering employment to any such person for a period of one year following separation from service.

Non-adherence to these principles will be a factor in considering whether a supplier is deemed eligible to be registered as a preferred supplier or to do business with the organization, in accordance with applicable organizational policies and procedures.

We encourage all suppliers to improve their business practices in accordance with the principles set out in this Code of Conduct.

RI has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behavior or possible violation of the Code of Conduct, the Supplier is encouraged and should send a message to incidents@ri.org.

The organization will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behavior and/or a possible violation. The organization will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be treated strictly confidential.

Any questions related to this Code of Conduct can be addressed to the Relief International Global Support Office Supply Chain & Operations Department at SCO@ri.org

ACKNOWLEDGMENT AND ACCEPTANCE

This is to certify that I have fully read the Supplier's Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier's Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Supplier: _____

Address: _____

Representative: _____

Signature: _____ Date: _____