



Relief International
Sound Sudan
January 15th, 2020

Dear Sir / Madam,

Relief International (RI) invites your submission of a financial bid in order to provide goods/services in accordance with the conditions detailed in the attached documents. Relief International intends to issue a contracts for the following services reference to respective specifications below;

Type of Livestock	Age	Physical Quality Attributes
Ewe	2-to-3 years	Free from rickets, mouth deformities, hernias and limping. Bosom without protrusion of the breastbone or pelvis. Free from non-descending fluids from nose or mouth, no diarrhea, should have shiny hair, gleaming eyes and symmetric udder that is prominent to the back.
Lactating Ewe	3 years	
Ram	≤ 6 months	
Nanny Goat	2-to-3 years	
Lactating Nanny Goat	3 years	
Kid Goats	≤ 6 months	

The Invitation to Tender (ITT) details are as follows:

Subject of Tender: Call for Proposal to Supply of mall ruminants (goats and sheep) in Longichuk
Pre-submission Supplier Debrief: January 22nd 2020. - 10.00 am- 1.00 pm (*In Mathiang and Udier Relief International offices*)
ITT Closure Date and Time: February 4th 2020 at 03:00 pm
Minimum validity period: 60 Calendar days

This ITT document contains the following:

- This Cover Letter
- Annex A RI Bid Form – Invitation to Bid No. **RI-SSD-Long--20-048**
- Annex B Tender and Contract Award Acknowledge Certificate
- Annex C Conditions of Tendering
- Annex D General Conditions of Contract (which will be signed by the successful Bidder)

The following documents must be submitted in a hard copy in a sealed envelope for your Bid to be accepted by the Tender Opening Committee:

1. The attached RI Bid Form (Annex A) must be completed and submitted in accordance with Annex C. The Service delivery Period must also be shown on the Bid Form.
2. The attached Tender and Contract Award Acknowledgement Certificate (Annex B) must completed and be duly signed by an authorized individual (business owner) or company representative and submitted in accordance with Annex C.
3. Copies of official company/organization registration documents or individual identifications (National ID or passport) and essential certificates.
4. Bidder must provide any documents requested by Relief International necessary for obtaining certificate of origin for each item.



Full package of bid documents must be submitted in a sealed envelope; the only information on the envelope should be the following:

1. Relief International, Longichuk County – Mathiang Office.
2. Relief International- Longichuk County- Udier Office

ITT Reference: RI-SSD-Long-20-048

All interested suppliers are invited for a debrief (questions and answer questions session) on January 22nd 2020 from 10.00 am to 1.00 pm in Mathiang and Udier Relief International offices

Any other need questions can be submitted in writing via email to procurement.ssd@ri.org before the date mentioned above. Any other questions after the deadline will not be answered. Answers to all questions will be circulated to all bidders.

Full bid submissions must be received at the address above no later than February 4th 2020 at [3:00PM] Local Time. Failure to meet the closing date/time may result in the tender being void.

All clarifications and questions should be addressed to: procurement.ssd@ri.org

Yours faithfully,

Tender Committee

Relief International

Submission Timelines and deadline

<u>Activity</u>	<u>Date</u>
Issue Tender Notice and Invitation to Tender	January 15 th 2020
Supplier debriefing (Questions and Answer sessions) – In Relief International Mathiang and Udier offices	January 22 nd 2020- 10.00 am – 1.00 pm
Return of tenders (Closing Date)	February 4 th 2020
Tender Review Committee	February 5 th - 7 th 2020
Award Contract	February 10 th 2020
"Go-Live" with Contractor	February 14 th ^t 2020

Bidder notice and Invitation to Bid

Bids are invited from livestock traders in the county to register their interest to supply small ruminants (sheep and goats) via a voucher system in Mathiang¹ counties. Bid documents can be obtained from the RI Offices in Mathiang (Udier & Mathiang) and Maiwut (Jekow). Duly completed bids should be enclosed in a sealed envelope marked "Supply and delivery of livestock for livestock fairs in Longichuk/Mathiang county" with the name of the bidder shall be deposited in a clearly marked bidder boxes provided at the RI offices in Longechuk (Mathiang & Udier) and in Maiwut (Jekow). The bids shall be opened and adjudicated in the presence of the local authorities

Background

RI with Support from OFDA is working to improve the food security of targeted households in Maiwut and Longechuk counties by improving access, availability, and utilization of locally available, nutrient-dense foods, by rebuilding livelihoods through herd restock, and forming permagardens. In the short-term, provision of

¹ Mathiang, Belweng, Warweng, Pamach, Malual, Jonjith , Udier, Chotbora, Dajo, Gulguk Payams



goats or sheep improves the accessibility of milk at the household level which can contribute to improved nutritional status of all household members but especially Children Under 5 as well as pregnant and lactating women. The milk can also be sold to purchase nutrient-dense food which contributes to a more diverse diet. In the medium-term, once herds have multiplied, households will be able to sell a few animals and reinvest in other productive assets. They will also be able to continue to purchase more diverse foods to improve the overall nutritional status of the household. Households with children who have SAM with medical complications will be prioritized in the restocking activity as other members of the household are likely to be at high risk of food insecurity and poor food consumption scores as well.

This bid is only for the participation in the livestock market fair where beneficiaries will select the livestock they want from the traders that will be providing livestock at the market fair. All animals in the livestock fair will be screened for their traits (see below) for quality assurance and only pre-qualified vendors will thus be allowed to participate. Pre-screened shoats will have special tags to indicate that they have passed all the screening tests as per the minimum criteria.

Special Condition for Contract

The bidder should accept that they will be only paid based on the number of vouchers which would have been redeemed by the beneficiaries for his livestock. There will be no other payments which will be given to these vendor. Payments will only be done after the voucher reconciliation process has been done and an invoice raised by the vendor for payment of animals purchased from them. Rates will be negotiated where by all vendors selected to participate in the market fair will be negotiated and agreed on.

AWARD CRITERIA

a) ESSENTIAL CRITERIA

Award of the contract will be evaluated and scored based on the following criteria:

- Verifiable reference (preferably from an international NGO) for which the bidder has implemented similar restocking support programming;
- Proof of appropriate means to transfer the selected sheep and goats from the market to distribution points to ensure that they arrive in good physical condition without bodily injury;
- List of livestock markets or villages and districts where the supplier intends to source the required livestock, with preference given to livestock sourced within Longechuk and Maiwut Counties or Upper Nile state to minimize cross-states transmission of diseases and to ensure that beneficiaries receive livestock that is ecologically adapted to their locations;
- Evidence or certificates that prove that the physical condition of animals in the herd or flock currently in stock or at the collection point are adequate in terms of health status, breed lineage and vaccination status;
- Projected supply rates of the sheep and goats per week, to aid in planning for the livestock fairs and for the transfer of funds to the suppliers after each distribution is completed and vouchers are redeemed; and,
- Confirmation that the bidder keeps (or has access to) vaccines and other veterinary medicines.
- In addition, the bidders will be required to provide financial proposals for each of the categories of livestock as shown in the table below. The number requested for each category will be determined based on beneficiary preferences which will be determined at the household verification stage
- Prices demonstrate an economically advantageous position for Relief International
- Payment Terms and Methods

b) PREFERRABLE CRITERIA

The following criteria are considered quite important in the evaluation of this tender:

- *The financial sustainability of Bidder*
- *Bidder's responsiveness in emergency situations*
- *Bidder's ability to provide warranties and guarantees as part of the contract*
- *Bidder registered and residing within the areas of implementation will have an added advantage*



ANNEX A

Part One: RI BID FORM – Invitation to Bid No: RI-SSD-Long-20-048

<i>RI to complete</i>				<i>Bidder to complete</i>			
#	Description of Good / Service for bid	Summary of the requested good /service	Quantity required	Offered specification (if different from required)	Quantity offered	Unit price	Total Price
1	Supply of Awe	Age bracket of 2-3 years	1				
2	Supply of Lactating Ewe	Age: 3 years	1				
4	Supply of Ram	≤ 6 months	1				
5	Nanny Goat	2-to-3 years	1				
6	Nanny Goat	3 years	1				
7	Kid Goats	≤ 6 months	1				
Instruction: Please fill in or provide response to the attached Bill of Quantities or Scope of Work Request for Proposal. You may complete in the format provided or on your own company letter head.				Please confirm you have submitted a full and detailed complete response to the [bill of quantities or RFP Scope of Work] as provided in this announcement for bid. Yes <input type="checkbox"/> No <input type="checkbox"/>			

Required Completion Date: March 31st 2020

Offered Completion Date: _____

Required Delivery Destination: Longechuk County

Offered Delivery Destination: _____

This Bid is valid for: 60 days

Country of Origin of offered Items: _____

Currency of Bid: US Dollars

Do the above come with special warranties/guarantees? Yes No

Prices can be fixed for a period of 60 days or more? Yes No



ANNEX A (PAGE 2) Part Two: RI BID FORM – Invitation to Tender No: RI-SSD-Long-20-048

BUSINESS INFORMATION

Company Name: _____ Contact person: _____

Registration Number: _____ TAX ID: _____

Address: _____ Phone No: _____

_____ Facsimile No: _____

_____ Email Address: _____

A duly authorized company representative. WWW Address: _____

Signed: _____ Title/Position: _____

Print Name: _____ Date: _____

Payment Terms & Conditions: _____

BUSINESS REFERENCES (3 minimum)

Name of Organization	Contact Person	Email / Telephone	Comment



ANNEX B

Tender and Contract Award Acknowledge Certificate

***This attachment must be signed and submitted with the Bid**

1. In compliance with the Instructions and Conditions for Invitation to Bid (Annex C), General Terms of Contract (Annex D), we the undersigned, offer to provide some or all of the items or services quoted for, at the prices entered in the attached RI Bid Form, delivered to the destination specified therein.
2. We accept the terms and conditions set forth in the Terms and Conditions for Bid (Annex C) and the following requirements have been noted and will be complied with where applicable:
 - a. That the freight cost if separate from the Unit price shall be shown separately, which shall be the basis for delivery for any contract resulting from this ITT.
 - b. We confirm that for any offer made where the delivery destination is not as requested in the ITT, that RI reserves the right to disregard the offer.
 - c. That conditional Bid cannot be accepted.
 - d. That the currency of the Bid should be preferably in US Dollars.
 - e. Show any discount being offered to RI (Annex C).
 - f. RI reserves the right, at its own discretion:
 - To award a contract for a lesser or greater quantity than the total quantity Bid for
 - To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder (see Annex C).
 - g. Successful Bidders who are awarded contracts will be notified by the receipt of the original Purchase Order/Contract.
 - h. 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.
 - i. We confirm that the validity of this offer is for the calendar days reflected in Annex A and are from the date of the ITT closure.
 - j. We agree to the terms and conditions set forth in the RI General Terms of Contract (Annex D)
 - k. 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.
 - l. We agree to abide by the RI Child Protection Policy and Reporting of Misconduct.
3. We further certify that the below signed company:
 - a. Is not bankrupt or being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - b. Has not been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata;
 - c. Has not been guilty of grave professional misconduct proven by any means;
 - d. Has fulfilled its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or those of the country where the contract is to be performed;
 - e. Has not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity;
 - f. Has not, following another procurement procedure or grant award procedure, been declared to be in serious breach of contract for failure to comply with our contractual obligations.
4. We are submitting this ITT Bid in our own right. We confirm that we are not bidding for the same contract in any other form. We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorized to bind, and receive instructions for and on behalf of, each member, that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance.
5. We are not in any of the situations excluding us from participating in contracts that are listed in the Terms and Conditions for Bid (Annex C). In the event that our Bid is successful, we undertake to provide the proof usual under the



law of the country in which we are established that we do not fall into the exclusion situations listed. The date on the evidence or documents provided will be no earlier than 180 days before the deadline for submission of Bids and, in addition, we will provide a sworn statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up, if required by RI

We also understand that if we fail to provide this proof within 5 calendar days after receiving the notification of award, or if the information provided is proved false, the award will be considered null and void.

6. We will inform RI immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Donor.
7. We note that RI is not bound to proceed with this ITT and that it reserves the right to award only part of the contract. It will incur no liability towards RI should it do so.

We agree to the above terms and conditions.

Submitted by:

Company Name

Address

Date

Title/Position

Print Name

Signature

A duly authorized company representative

Company Stamp



ANNEX C

Terms and Conditions of Tendering

***This attachment must be submitted with the bid**

1. Submission of Bids

Bid Form

Bids must be submitted in a hard copy of the attached Bid Form (Annex A), in a sealed envelope, addressed and delivered to the address in the cover page. Bids must be received before the indicated time and date as set forth in the cover page.

Bids submitted by email, fax, mail or courier are at the Bidders risk and RI takes no responsibility for the receipt of such Bids.

Bidders are solely responsible for ensuring that the full Bid is received by RI in accordance with the ITT requirements, prior to the specified date and time above. RI will consider only those portions of the Bids received prior to the closing date and time specified and that any Bids received after that time will not be considered.

2. Submission of Samples

If you are requested to submit samples of the items offered, then failure to do so may render your Bid invalid. Samples submitted should each be clearly marked with the same item number which is used on the RI Bid Form (Annex A). Sample packaging must be clearly marked 'Samples' with the ITT number and the Bidder's name etc.

3. Completion of Bid Form

Prices Quoted

Offers of discount **other than** for prompt payment will be a consideration in award of contracts.

Where freight is quoted it must be via a mode consistent with the temperature requirements of the goods.

Currency

The currency of the Bid should preferably be in USD. However, if other currencies are used they should be clearly indicated e.g. IQD, USD etc....

Language

The Bid Form, all correspondence and documents related to the ITT exchanged by the Bidder and RI must be in English.

Packaging

Packaging shall be of International shipping standard, strong quality, and suitable for shipment.

Origin, Quantities, Bids

The **country of origin** of the items bided for must be clearly stated. As far as possible Bids should be for the full RI quantity required.

The Bid Form must be completed in all other respects when Bids for particular items are not submitted. This should be clearly indicated on the Bid Form i.e. a line drawn through those items not being Bid for. Explanations, which may be deemed necessary should be clearly set out and will be considered as an integral part of the Bid.

Presentation

Bids should be typewritten; if hand written they should be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations must be initialed by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. A completed duplicate of the Bid Form should be retained by the Bidder for record purposes. All documentation must be written in English. All Bids must be signed by a duly authorized representative of the Bidder.



Lots

If the ITT is divided into Lots then the Bidder may bid for one or all Lots. Each lot will form a separate contract and the quantities indicated for different Lots will be indivisible. The Bidder must offer the whole of the quantity or quantities indicated for each Lot. Bids for part of a Lot will not be considered.

If the Bidder is awarded more than one Lot, a single contract may be entered into covering all those Lots.

If the items have not been divided into Lots then Bids must be for the entirety of the quantities indicated.

Split Awards

RI reserves the right to split awards.

4. Correspondence

All communications from Bidders to RI relating to the tender must be in writing and addressed to the email identified in the Cover Letter. Any request for information should be received at least 5 days before the Closing Date, as defined in the Invitation to Tender. Responses to questions submitted by any Bidder will be circulated by RI to all Bidders to ensure fairness in the process.

5. Prices

Tendered prices must be shown as both inclusive of and exclusive of any Value Added Tax chargeable or any similar tax (if applicable).

6. Validity Period

Bids shall be valid for at least the minimum number of days specified in the ITT from the date of Bid closure. In the event that a Bidder is in a position to extend the validity of his offer for a limited period beyond the required minimum, this should be stated on the Bid Form. RI reserves the right to determine, at its sole discretion, the validity period in respect of Bids which do not specify any such maximum or minimum limitation.

7. Acceptance

RI reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, quantity etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the ITT Closure.

8. Award of Contracts

This ITT does not commit RI to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid submitted will be regarded as an offer made by the Bidder and not as an acceptance by the Bidder of an offer made by RI. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of RI and the successful Bidder.

RI may award contracts for part quantities or individual items. RI will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened. RI reserves the right to cancel any ITT, to reject any or all Bids in whole or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future ITTs.

9. Confidentiality

This ITT or any part hereof, and all copies hereof must be returned to RI upon request. It is understood that this ITT is confidential and proprietary to RI, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to other without the prior written consent of RI, except that Bidders may exhibit the specifications to



prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the ITT, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this ITT.

10. Collusive Bidding and Anti-competitive Conduct

Bidders and their employees, officers, advisers, agent or sub-contractors must not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

- » The preparation of submission of Bids,
- » The clarification of Bids,
- » The conduct and content of negotiations,
- » Including final contract negotiations,

in respect of this ITT or procurement process, or any other procurement process being conducted by RI in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to RI, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

11. Improper Assistance

Bids that, in the sole opinion of RI, have been compiled:

- » With the assistance of current or former employees of RI, or current or former contractors of RI in violation of confidentially obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
- » With the utilization of confidential and/or internal RI information not made available to the public or to the other Bidders,
- » In breach of an obligation of confidentially to RI, or
- » Contrary to these terms and conditions for submission of a Bid, shall be excluded from further consideration.

Without limiting the operation of the above clause, a Bidder must not, in the absence of prior written approval from RI, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this ITT was an official, agent, servant, or employee of, or otherwise engaged by, RI and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this ITT relates.

12. Corrupt Practices

All RI Bidders and Suppliers shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract.

13. Conflict of Interest

A Bidder must not, and must ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of RI and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any RI contract a conflict of interest arises, or appears likely to arise, the Bidder must notify RI immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of RI, or cases in which any RI official, employee or person under contract with RI may have, or appear to have, an interest of any kind in the Bidder's business or any kind of economic ties with the Bidder. The Bidder must take steps as RI may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of RI.



14. Withdrawal/Modification of Bids

Requests to withdraw a Bid shall not be honored. If the selected Bidder withdraws its Bid, RI shall duly register the said Bid and shall evaluate it alongside all other received Bids. If the selected Bidder has furnished a Bid security, RI shall withhold such Bid security until the issue has been resolved.

Withdrawal of a Bid may result in your suspension or removal from the RI suppliers List.

A Bidder may modify its Bid prior to the ITT closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the ITT closure.

15. Late Bids

All Bids received after the ITT closure will be rejected except if the delay is determined by RI to have been due to a valid reason. However, any bid received after the start of the Bid opening shall be rejected without exception.

16. Opening of the ITT

The ITT will be opened by the RI Tender Opening Committee. This may or may not be deemed an open session with invitations to bidders.

At the tender opening, the Bidders' names, the Bid prices, written notifications of modification and withdrawal, the presence of the requisite Bid guarantee and such other information as RI may consider appropriate will be announced.

After the opening of the ITT, no information relating to the examination, clarification, evaluation and comparison of Bids, or recommendations concerning the award of the contract can be disclosed.

Any attempt by a Bidder to influence the Evaluation Committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence RI in its decision concerning the award of the contract will result in the immediate rejection of the tender

17. Evaluation of Bids

Administrative Conformity

Bids will be checked to determine if they comply with the essential requirements of the ITT. A Bid is deemed to comply if it satisfies all the conditions, procedures and specifications in the ITT without substantially departing from or attaching restrictions with them. If a Bid does not comply with the ITT, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

Technical Evaluation

The 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 both the task to be carried out under the ITT, and the professional ability of the Bidder.

Financial Evaluation

The Evaluation Committee will not necessarily choose on the basis of lowest price alone but will award a contract on the basis of criteria such as best value for money, price, quality, and compliance with international norms, delay for delivery and other criteria, as defined in the ITT. The experience of the Bidder in the performance of similar contracts may also be criterion for selection.

18. General Conditions of Contract

All Bidders must acknowledge that the RI General Conditions of Contract for the Procurement of Goods, or Services, or Works, as applicable, are acceptable.

19. Cancellation of the ITT



In the event of ITT cancellation, Bidders will be notified by RI. If the ITT is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders

The ITT may be cancelled in the following situations:

- » where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;
- » the economic or technical parameters of the project have been fundamentally altered;
- » exceptional circumstances or force majeure render normal performance of the project impossible;
- » all technically compliant Bids exceed the financial resources available;
- » There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will RI be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an ITT, even if RI has been advised of the possibility of damages. The publication of a procurement notice does not commit RI to implement the programme or project announced.

ANNEX D

GENERAL TERMS OF CONTRACT

1. **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.
2. **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
3. **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.
4. **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.
5. **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.
6. **Delivery:** Contractor shall deliver the goods in accordance with the conditions of the Agreement. The goods shall be at the risk of the Contractor until their provisional acceptance. Delivery shall be deemed to have been made when there is written evidence available to both Parties that delivery of the supplies has taken place in accordance with the terms of the Agreement, the invoice(s) and all such documentation.
7. **Confidentiality and Non-disclosure:** Contractor agrees to keep confidential and not to disclose, without the prior written approval of RI's Country director, any information or data confidential to RI.



8. **Debarment, Suspension, Ineligibility, and Voluntary Exclusion.** Contractor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any U.S. Government department or agency.
9. **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.
10. **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.
11. **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).
12. **Governing Law:** The construction, validity, performance and effect of this Contract for Services shall be governed by the laws applicable to [IRAQ] with regard to all purposes related to this Contract.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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 the [IRAQ] specialized courts which are the only authority to refer to in case of any disagreement arises on the terms of Contract.
18. **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.



19. **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.
20. **Terrorist Financing.** It is the responsibility of Contractor to ensure that no resources and support under this contract for services are provided to individuals, organizations or private companies associated with terrorism and terrorist activities.
21. **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.
22. **Requests for Full or Partial Award Reimbursement.** In the event either a full or partial reimbursement of award is required for non-performance or any other reason, please note that there are only three RI Officers authorized to request the reimbursement of funds on the organization's behalf. These are RI's President and CEO, RI's Chief Financial Officer, and RI's Chief Operating Officer. Should the sub-recipient receive a request to reimburse funds from any other person or source, please send a copy of the request and any relevant information to iaia@ri.org, and do not proceed with reimbursement if you have not received a request from one of the authorized representatives listed herein.
23. **Mandatory Principles** a.) 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). b.) The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. c.) 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. d.) 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.
24. **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.
25. **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.

Please confirm you have submitted a full and detailed complete response to the [bill of quantities or RFP Scope of Work] as provided in this announcement for bid.

Yes No