



International Rescue Committee SUDAN COUNTRY PROGRAM

Request for Proposal (RFP) For

Legal Services MSA

Ref: #: IRC/SDN/MSA/2025/02

Planned Timetable	
Issue Request for Proposal	<i>3 August 2025</i>
Questions from Suppliers due date	<i>6 August 2025</i>
Answers to Suppliers questions due date	<i>10 August 2025</i>
Bid submission due date	<i>17 August 2025 4:00pm Central Africa time</i>
Suppliers return signed Intent to Bid forms due date	<i>17 August 2025</i>
Bid Opening and Evaluation date	<i>19 August 2025</i>
Suppliers visit if applicable	<i>26 August 2025</i>
Award of Business	<i>30 August 2025</i>
Contracts start	<i>1 September 2025</i>

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A. INTRODUCTION

1. *The International Rescue committee*

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

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

It is the intent of this RFP to secure competitive proposals to select Supplier(s) for the International Rescue committee **Sudan** to provide Legal **Services** to or at the following locations **Port Sudan Office, Gedarif, White Nile (Kosti) and Damazine (Blue Nile) and Atbara (River Nile), Khartoum/ Omdurman and any other IRC future locations.** All qualified and interested Legal firms are invited to submit their proposals.

The winning Bidder(s) will enter into a fixed price Master Service Agreement (MSA) for two (2) years and an additional one year depending on satisfactory provision of service. Bidders shall be domiciled in and shall comply with all Government Regulations to operate in Sudan. Bidders shall be regular taxpayers and shall furnish a copy of their operating license/certificate of registration valid for the fiscal year **2025**. Bidders shall not be under a declaration of ineligibility for corrupt or fraudulent practices.

3. *Cost of Bidding.*

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

B. THE BIDDING DOCUMENTS:

4. *The Bidding Documents*

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

5. *Clarification of Bidding Documents*

A prospective Bidder requiring clarification of the Bidding Documents may notify the Purchaser in writing at SU-KhartoumProcurement@rescue.org. The request for clarification must reach the purchaser not later than **7 August 2025**. The Purchaser shall respond by e-mail providing clarification on the bid documents no later than **10 August 2025**. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) shall be communicated to all prospective Bidders which express an intention to submit bids.

C. PREPARATION OF BIDS:

6. *Language of Bid*

The Bid and all related correspondence and documents exchanged between the Bidders and the Purchaser shall be written in **English Language**. Any printed literature furnished by the Bidder and written in another language shall be accompanied by a **English Language** translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the **English Language** version shall prevail.

7. Documents Comprising the Bid

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

Technical/Administrative Proposal Envelope

- *Intent to bid form, completed and signed. **Annex D***
- *Profile of the company*
- ***Terms of reference Annex E***
- *Valid: - Certificate of Business registration/Incorporation*
- *Memorandum and Article of Association with names of the owners/shareholders/directors of the legal firms.*
- *Copies of National I.D or Passport Bio-page of company owners/directors*
- *Tax Registration Certificate*
- *Valid Tax Clearance Certificate in Sudan*
- *Price schedule as per the format provided (do not change the format)- **Annex A***
- *Evidence of experience, that is Recommendation Letters or Certificates of Completion, at least 5 Letters/Certificates shall be submitted. The same clients should appear in the Vendor Information Form in Annex B, References section.*
- *The Vendor Information Form completed and signed. **Annex B***
- *IRC Conflict of Interest and Vendor Code of Conduct. **Annex C***
- *Curriculum Vitae (Legal Counsels).*

Financial Proposal Envelope

- *A Bid detailing the unit price only in the sheet given for the purpose. **Annex A***

8. Bid Prices.

The Bidder shall clearly indicate the unit price of the goods it proposes to supply. All unit prices shall be clearly indicated in the space provided in the price schedule, and all unit prices quoted in the RFP response shall be agreed to be in effect for a minimum of twelve (12) months beginning on the date when the contract is executed, with the exception of products or services which are subject to significant and unavoidable market forces which prevent this, in which case the Bidder shall describe and justify the driver(s) of potential price fluctuation during the first twelve (12) months of the

agreement. The Bidder shall sign the price schedule and shall stamp the price schedule with the Bidding Company's seal where feasible.

9. Bid Currencies

All financial rates and amounts entered in the Bid Form and Price Schedule and used in documents, correspondence, or operations pertaining to this tender shall be expressed in **United States Dollars (USD) ONLY**.

10. Document Establishing Goods Eligibility and Conformity to Bidding Documents

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

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

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

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

11. Bid Security

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

12. Period of Validity of Bids

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

In exceptional circumstances, the Purchaser may request the Bidders to extend the period of validity. The request and the responses thereto shall be made in writing by letter or e-mail. A bidder agreeing to the request will not be required nor permitted to modify his bid.

13. Format and Signing

The original bid shall be signed by the Bidder or by a person or persons authorized to bind the Bidder to the contract. Financial proposal pages of the bid shall be initialed by the person or persons signing the bid and stamped with the Bidder's company seal.

Interlineations, erasures, annotations, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

Please note: A single bidder may not bid on the same tender via more than one company under his or her ownership. In addition, bidders having close relationships with other bidders (members of the same family, subsidiary, or daughter companies, etc.) may not bid on the same tender. This type of action, or any other action judged by the Purchaser to constitute collusive behavior, will lead to the bidder(s) being automatically eliminated from this tender and disqualified from participating in future IRC tenders. On the other hand, one bidder may submit more than one offer in response to the same tender only if the offers demonstrate clear differences in specifications, quality, lead time, and other characteristics of the goods and services offered.

D. SUBMISSION OF BIDS

14. Submission and Marking of Bids:

Bidder shall submit sealed bids addressed to

**The Procurement Committee,
International Rescue Committee**

At Plot 450, block 4, Al matar area, Alslik, Port Sudan.

All bids shall be submitted before 4:00pm on the 17 of August 2025 (Sudan Time). All bids are to be put into the tender box by the Provider provided for the purpose. **NOTE: Bids submitted after the deadline will not be accepted.**

The PURCHASER may, at its discretion, extend the deadline for the submission of bids, in which case all rights and obligations of the PURCHASER and Bidders, as documented in the RFP, will be applicable to the new deadline.

Bidders shall sign the bid register form at the reception of the IRC office indicating their company name, telephone number, and date of submission.

Format

The Bidder's proposal shall include a technical proposal and a financial proposal, in separate sealed envelopes.

ENVELOPE	CONTENT
Technical/ Administrative Proposal Envelope	<ul style="list-style-type: none"> • Intent to bid form, completed and signed. Annex D • Profile of the company • Curriculum Vitae (Legal Counsels). • Valid certificate of business registration/Incorporation • Memorandum and Article of Association with the names of the owners/shareholders/directors of the company • Copies of National I.D or Passport Bio-page of Legal firm owners/directors • Tax Registration Certificate • Valid Tax Clearance Certificate in Sudan

	<ul style="list-style-type: none"> • Evidence of experience, that is Recommendation Letters or Certificates of Completion, at least 5 Letters/Certificates shall be submitted. The same clients should appear in the Vendor Information Form in Annex B, References section • The Vendor Information Form completed and signed. Annex B • IRC Conflict of Interest and Vendor Code of Conduct. Annex C. • Term of reference (Stamped and Signed). Annex E <p>It is highly recommended that bidders arrange their technical/ administrative documents in the sequence as highlighted above)</p>
Financial Proposal Envelope	Completed Price offer sheet (Annex A). Duly Signed and Stamped.
Submission Envelope	Shall Contain both Sealed Financial Proposal and Technical/Administrative proposal. – This Envelope shall only be marked with the tender reference as described below

No markings identifying the bidder shall appear on the outside envelope. The only writing on the outside envelope shall be “**Legal Services MSA. Reference Number**”. **IRC/SDN/MSA/2025/02**

15. Modification and Withdrawal of Bids

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

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

E. BID OPENING AND EVALUATION

16. Preliminary Examination

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

17. Evaluation and Comparison of Bids

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

Evaluation Criteria	Description	Weight (%)
Eligibility	Refers to Bidder's ability to demonstrate that they have valid business registration, tax certificate, and all registration, Legal services certificates as required by the laws of Sudan. Eligibility criteria will be scored YES / NO. Yes, will proceed with full technical evaluation and NO will be excluded from the next step.	Preliminary to pass to the next stage
Staff capacity	Refers to the competencies and experience of individuals who are expected to be assigned to the Delivery of services covered in the contract.	40%
Payment terms	Refers to the Bidder providing the most favorable terms of payment. The Purchaser payment terms are to pay within 30 calendar days of acceptance of services and receipt of invoice	10%
Past experience	Refers to Bidders ability to demonstrate relevant experience and technical knowledge of the services required, experience working with IRC and other INGOs.	10%
Financial proposal	Financial proposal Offer as per Price list/ Quote to be clearly indicated. Annex A	40%
Total		100%

18. Contacting the Purchaser

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

19. Notification of Award

Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful bidder in writing or where necessary by telephone that his or her bid has been accepted and, selected for Master Purchase Agreement for the specific goods and/or services. At this stage IRC may also choose to negotiate with the selected bidder to finalize the offer.

F. CONTRACTING

20. Contract award and notification.

The Purchaser shall award the Contract to the notified successful Bidder(s) whose bid has been determined to be substantially responsive and has been determined to be the best evaluated bid considering price and performance factors, provided further that the Bidder is determined to be qualified to enter into a Master Purchase Agreement and perform its obligations satisfactorily.

21. Price Schedules and Location

Legal firms interested in the provision of Legal services to the IRC Country offices should NOTE that Services apply to all IRC Offices in Sudan.

22. Service or consultant agreements.

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

23. Disclaimer

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

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

G. ETHICAL OPERATING STANDARDS

1. Compliance to the IRC Way

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

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

IRC requests that a supplier

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

2. Bidder Non-Collusion Statement

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

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

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



Annex: A Price schedule

S/N:	SERVICES DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (\$USD) VAT Inclusive	COMMENT (if any)
1	Legal Representation and Litigation. Representation in the court case, Labor Office related matters, primarily Court Representation, Court of appeal Representation, Superior court Representation, Court of Auditors Representation, Arbitral Tribunal Representation. (Refer to Annex E for more details.)	Per case		
2	Legal Advisory Retained Legal services for ongoing advice and consultation. (Refer to Annex E for more details)	To be provided as a monthly retainer		

Annex B: Vendor Information form.



INTERNATIONAL RESCUE COMMITTEE

Vendor Information Form

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

Please complete all fields.

Fields marked (*) are mandatory.

Vendor Information

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

Financial Information

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

Product/Service Information

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

Documentations as applicable:

*Registration	Provided ____ Not provided: ____ Reasons: ____
*Tax ID (W9, Tax exempt certificate. etc.)	Provided ____
US Vendors only *Do you require a Form 1099?	Yes ____ No ____

References (optional)

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

Vendor Self-Certification of Eligibility

Company certifies that:

1. They are not debarred, suspended, or otherwise precluded from participating in major donor (e.g. European Union, European and United States Government, United Nations) competitive bid opportunities.
2. They are not bankrupt or being wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
3. They have not been convicted of an offense concerning their professional conduct.
4. They have not been guilty of grave professional misconduct proven by any means that the contracting authority can justify or been declared to be in serious breach of contract for failure to comply with their contractual obligations towards any contracts awarded in the normal course of business.
5. They have fulfilled obligations related to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country where the contract is to be performed.
6. They have not been the subject of a judgment for fraud, corruption, involvement in a criminal organization or any other illegal activity.
7. They maintain high ethical and social operating standards, including:
 - Working conditions and social rights: Avoidance of Child Labor, bondage, or forced labor; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and the IRC's beneficiaries.
 - Environmental aspects: Provision of goods and services with the least negative impact on the environment.
 - Humanitarian neutrality: Endeavoring to ensure that activities do not render civilians more vulnerable to attack or bring unintended advantage to any military actors or other combatants.

- Transport and cargo: Not engaged in the illegal manufacture, supply, or transportation of weapons; not engaged in smuggling of drugs or people.

8. Company warrants that, to the best of its knowledge, no IRC employee, officer, consultant or other party related to IRC has a financial interest in the Company's business activities, nor is any IRC employee related to principals or owners of the company. Discovery of an undisclosed Conflict of Interest situation will result in immediate revocation of the Company's Authorized Vendor status and disqualification of Company from participation in future IRC procurement.

9. Vendor hereby confirms that the organization is not conducting business under other names or alias's that have not been declared to IRC.

10. Vendor hereby confirms it does not engage in theft, corrupt practices, collusion, nepotism, bribery, or trade in illicit substances.

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

Annex C: IRC Conflict of Interest and Vendor Code of Conduct

Supplier hereby agrees that Supplier and Supplier's employees and subcontractors, if any, shall abide by and follow all established written policies of IRC related to work conduct, including, but not limited to, The IRC Way: Standards for Professional Conduct ("The IRC Way"), the IRC's code of conduct, which can be found at: <https://www.rescue.org/page/our-code-conduct> and IRC's Combating Trafficking in Persons Policy, which can be found here: <https://rescue.app.box.com/s/h6dv915b72o1mapxg3vczbqxjtboyel>.

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

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

- We work to build the trust of the communities in which we work and sustain the trust earned by our reputation in serving our beneficiaries.
- We recognize that our talented and dedicated staff are our greatest asset, and we conduct ourselves in ways that reflect the highest standards of organizational and individual conduct.
- Throughout our work, IRC respects the dignity, values, history, religion, and culture of those we serve.
- We respect equally the rights of women and men and we do not support practices that undermine the human rights of anyone.

- We refrain from all practices that undermine the integrity of the organization including any form of exploitation, discrimination, harassment, retaliation or abuse of colleagues, beneficiaries, and the communities in which we work.
- We do not engage in theft, corrupt practices, nepotism, bribery, or trade in illicit substances.
- We accept funds and donations only from sources whose aims are consistent with our mission, objectives, and capacity, and which do not undermine our independence and identity.
- We support human rights consistent with the UN Universal Declaration of Human Rights and The Convention on the Rights of the Child.
- We rigorously enforce the UN Secretary General's Bulletin on the Protection from Sexual Exploitation and Abuse of Beneficiaries.
- IRC recognizes its obligation of care for all IRC staff and assumes their loyalty and cooperation.

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

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

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

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

Conflict of Interest and Legal Compliance

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

Supplier hereby agrees to maintain high ethical and social standards:

- Working conditions and social rights: Avoidance of child labor, bondage, or forced labor; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and IRC's beneficiaries; prohibition of trafficking in persons.
- Environmental aspects: Provision of goods and services with the least negative impact on the environment.
- Humanitarian neutrality: Endeavoring to ensure that activities do not render civilians more vulnerable to attack, or bring unintended advantage to any military actors or other combatants.
- Transport and cargo: Not engaged in the illegal manufacture, supply, or transportation of weapons; not engaged in smuggling of drugs or people.

Disclosures of conflict of interest shall be made in writing to the IRC Supply Chain Coordinator or Deputy Director of Operations in your country. For global procurement, please write to GSCQA. Email: GSCQA@rescue.org

These IRC officials shall then determine whether a conflict exists and is material, and whether the contemplated transaction may be authorized as just, fair, and reasonable. If conflict exists, then the supplier with such a conflict shall be prohibited from participating in the transaction.

If you believe that any IRC employee, volunteer or intern is acting in a manner that is inconsistent with these Standards, please notify a supervisor or the confidential helpline Ethicspoint, irc.ethicspoint.com or call Ethicspoint toll-free (866) 654-6461 in the U.S./call collect (503) 352-8177 outside the U.S. There will be no retaliation against any person who raises concerns that are based on good faith belief of improper conduct. An intentionally false report or a failure to report conduct that is known to violate these standards may result in disciplinary action.

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

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

Annex D: Intent to Bid Form



**International Rescue Committee, Inc.
Intent to Bid**

IRC Reference #: IRC/SDN/MSA/2025/02

Company Name _____

(Please indicate #1 or #2 below)

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

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

Name _____

Phone _____

Email _____

Signature (If faxed) _____

Title of Person signing _____

Date _____

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

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

Name (Signature if faxed) _____

Title of Person signing _____

Date _____

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

Name (YOU) _____

Fax _____

Email _____

Annex E: Terms of References

TERMS OF REFERENCE (TOR) FOR THE LEGAL SERVICES.

I. Introduction and Objectives:

The International Rescue Committee (IRC) responds to the world's worst humanitarian crises and helps people to survive and rebuild their lives. Founded in 1933 at the request of Albert Einstein, the IRC offers lifesaving care and life-changing assistance to refugees forced to flee from war or disaster. At work today work in over 40 countries and 22 U.S. cities, we restore safety, dignity and hope to millions who are uprooted and struggling to endure. The IRC leads the way from harm to home.

The International Rescue Committee (IRC) wishes to obtain Legal advisor services for its operations. The Country Director is responsible for legal issues within Sudan, subject to compliance with International Rescue Committee's legal Standards and other requirements set by IRC Headquarters.

II. Purpose

The legal consultant is responsible to provides legal advice to IRC management in all legal aspects either civil or criminal cases beside working closely with HR and Country Director on strategic solution for recruitment, employment contract termination and compensation for different worker categories with different naming of contract types as defined in the labor act 1997 and always thinking strategically on certain legal risks that might took place within the organization and how it could be resolved without no harm on regular meeting.

III. Main Duties and responsibilities

The Legal Advisor provides advice and representation to IRC on all employment and labor related issues to ensure IRC complies at all times with the local labor requirements in Sudan. The scope of activities includes but not limited to:

- Represent IRC Sudan in any court cases or any governmental bodies e.g. (Courts, HAC, Taxation Chamber, Zakat Chamber, national social insurance fund office, any government authority) or individuals e.g. suppliers under any Circumstances.
- IRC Sudan expects the legal advisor will provide, orientation, advice and keep the organization updated in any update on legal issues especially labour act and sending reports and emails on such IRC with attachment of any changes.
- To be responsible to finalize proficiently the legal procedures with local authorities' governmental bodies in case of closures, phase out, or any kind of scaling of any project or IRC office where IRC is operating in Sudan
- Represent IRC in any legal cases in civil courts in Sudan and provide ongoing retained legal services.
- The legal Advisor will review all IRC contracts and Agreement templates (Permanent Employment Agreement, Consultancy, Casual etc.), service contracts e.g. Utilities before sign it and all ongoing disputes and Staff contracts templates
- To travel and spend nights out of Khartoum (as required) to represent IRC and provide legal services to other locations where IRC is operating in Sudan
- Review Human Resource related policies (Manual and penalty codes before been translated into Arabic and endorse it by Labour office)
- Support IRC in legal review of the HR documents: contracts, manuals, policies and SOPs to ensure they are aligned to local labor requirements in Sudan. This may include but not limited to reviewing employment policies and employee handbooks, employment agreements and contracts, and payroll and employment

taxation.

- Provide legal advice on all labor related matters as they arise including but not limit to changes on labor legislation, legal cases, employee grievances, misconduct or disciplinary action.
- Provide legal advice on property, warehousing and lease agreements including review of IRC contracts with external parties and suppliers.
- Provide legal and filing services to renew registration of IRC as legally recognized entity capable of conducting operations and employing personnel in country.
- Provide legal advice on immigration, visas, work permits of foreign staff and other related issues.
- Prepare all legal documents, translations and reports of all legal cases in courts every 3 month for discussion and comments
- Represent IRC in any labor negotiations and disputes with individual staff and organizations across all IRC offices in Sudan.
- Advise in writing on legal matters when required for IRC business purposes and decision making.
- Provide proactive updates to IRC on new laws, regulations and enforcement trends.
- Provide input and analysis to IRC on matters of legal risk and risk mitigation.
- Assist IRC in investigation of fraud, disciplinary actions, and government inquiries.
- Initiate, defend, respond, intervene, plead, appeal or represent in any manner in any suit by or against involving the interest of the IRC in any court, quasi-judicial, tribunal, arbitral or other proceedings.
- Collect, monitor and file copies of all court and government decisions, inquiries or actions and provide these to IRC
- Perform all legal services called for under this agreement, keep IRC informed of progress & developments & respond within reasonable time to IRC inquiries and communications.
- Attorney AT Law shall consult and keep the Country Director, Human Resource Manager fully informed as to the progress of all matters covered by this contract.
- Attorney At Law shall consul and cooperates with, and shall be responsible directly to, the Country Director, Human Resource Manager of IRC and other officials as designated by the Country Director on all matters of strategy & tactics.
- Attorney At Law shall promptly furnish IRC with copies of all correspondence and all court documents and briefs prepared in connection with the services rendered under this contract and such additional documents as may be requested.
- In case of care accident, death or injury of employee legal advisor should act and present IRC in police, courts, social insurance.