



REBUILD AND RELIEF

International NGO

RIRP/RSRP

REBUILD AND RELIEF - Berlin Administration HQ Haubachstr.33 D-10585 Berlin, Germany

Rebuild and Relief International NGO

Procurement Guidelines

Rebuild and Relief International NGO was founded as a Non-profit and Non-governmental organization in 2013. The first country program called RIRP (Rebuild Iraq Recruitment Program) started already in 2004 and since then we provide humanitarian assistance and help the Iraqi people to help themselves, in order to rebuild their country.

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RRI NGO Procurement Guidelines

This is a reference document for both RRI Headquarters staff and RIRP Field Operations in Iraq. It describes the principles, policies and general procedures of RRI for the procurement of humanitarian supplies and services.

Dealing with outside firms that supply goods and services is an activity that is potentially open to fraud. All personnel involved with procurement processes are to be fully aware with the following standards:

- Business will be conducted ethically in a manner above reproach and with total impartiality and preferential treatment for none.
- Maintaining the integrity and confidentiality of the procurement process is of paramount importance – all aspects of the procurement process must be fully and transparently documented.

In order to guarantee transparency and accountability, this document aims at standardizing RRI's procurement procedures. It is essential to hold a detailed documentation of the procurement system and process as it enables a transparent, fair and competitive acquisition of requirements. It not only ensures a "good value for money" strategy but also minimizes the chance for abuse and malpractice.

The given policy gives minimum standards that must be followed at all times.

1. General Information

1.1 About RRI NGO and RIRP

Rebuild and Relief International NGO (RRI) commenced activities in early 2004 under the designation "Rebuild Iraq Recruitment Program" (RIRP) in Baghdad, Iraq. Since this date RIRP has provided humanitarian assistance and support for those Iraqis in need and utilized RIRP's core values and committed methodology to achieve our objectives.

With the onset of the Syrian crisis, RIRP has also engaged in supporting Syrian refugees fleeing into Iraq, the massive impact caused by and the longevity of the crisis resulted in changing the organizations structure during 2012. Rebuild and Relief International NGO (RRI) became the governing body of the organization with RIRP being the Iraq related country pro-

gram and RSRP (Rebuild Syria Reconstruction Program) tasked with reconstruction and humanitarian efforts within Syria.

1.2 Contact

HQ Berlin

Contact Person: Jutta Goldbecker (Executive Assistant)

Address: Haubachstrasse 33
13359 Berlin

Email: j.goldbecker@rri-ngo.org

Phone: +49 30 345 090 90

HQ Baghdad

Contact Person: Arndt Fritsche (Head of Mission)

Address: District 603, Alley 7, House 22, Mansur, Baghdad, Iraq

Email: arndt.fritsche@rri-ngo.org

Phone: +964 790 3628 095
+964 770 9697 113

1.3 Abbreviations

Frequently used abbreviations:

HQ Head Quarters

RRI Rebuild and Relief International

RIRP Rebuild Iraq Recruitment Program

ITB Invitation to Bid

RFQ Request for Quotation

RFP Request for Proposal

1.4 Definitions

Procurement: Procurement is the acquisition of goods, services or works from an external source. It is favourable that the goods, services or works are appropriate and that they are procured at the best possible cost to meet the needs of the purchaser in terms of quality and quantity, time and location. The procurement process includes the identification of needs, sourcing, supplier identification, evaluation of offers and proposals, contract awards, logistics management as well as installation and survey.

Needs:

It is essential to have well defined parameters for the goods / services required. If these parameters are not well defined, it becomes impossible to compare offers received.

Emergency: An emergency is a situation that poses an immediate risk to health, life, property, or environment. Most emergencies require urgent intervention to prevent a worsening of the situation, although in some situations, mitigation may not be possible and may only be able to offer palliative care for the aftermath. Emergencies might be so great that it pre-

cludes requisitioning through regular supply channels and the use of regular contracting methods.

Corruption: Corruption may include many activities including bribery and embezzlement. It occurs when an office-holder acts in an official capacity for personal gain.

Conflict of Interest: A conflict of interest is a situation occurring when an individual or organisation is involved in multiple interests, one of which could possibly corrupt the motivation.

Request for Quotation (RFQ): The RFQ is a solicitation document that describes the requirements quantitatively and qualitatively and requests prices and commercial terms from vendors, for goods that meet neutral specifications and are usually readily available on the market.

Invitation to Bid (ITB): Solicitation document in which the requirements for formal competitive bidding are specified for contracts with a budget over US\$ 20.000.

Request for Proposals (RFP): A solicitation document designed to obtain proposals for services to satisfy a requirement that cannot be described in a complete or definitive manner. An RFP leads to the selection of the proposal that offers the best value in accordance with the pre-defined evaluation criteria. Where appropriate, the RFP will indicate that negotiations may be undertaken in respect of the preferred proposal.

Expediting / Contract Management: Expediting is most efficiently done in advance of delivery rather than chasing late consignments. This requires maintaining a shipment expected/arrivals record to track orders and keep the final destination informed of progress. The staff responsible for tracking the expedition of Purchase Orders and/or the management of Service Contracts should review all active files on at least a weekly basis, or as frequently as required.

2. Procurement Responsibilities and Segregation of Duties

Segregation of duties is an important principle of internal control and must be observed in all RRI procurement. It helps to reduce the possibility of corruption and to emphasize accountability of all key players in the procurement process.

Typically the following individuals or a committee are involved in the procurement process:

- Head of Mission
- Procurement Manager
- The Requestor (Project or Program Manager)
- Finance Manager
- The Buyer
- The Payer/ Accountant

The Head of Mission has the ultimate authority and responsibility for the procurement of goods and services necessary to support the operation. He delegates the responsibility for the various elements of this task to members of staff according to their function. Exceptionally it might not be possible to maintain a segregation of the named functions and this must be accurately documented. In any case, the separation between the buyer and the payer must always be preserved.

2.1 Procurement Responsibilities

The Program/Project Manager is responsible for:

- Identifying the requirements that necessitate procurement action. This includes the item, service specifications, quantity, delivery point and delivery time, schedule.
- Completing purchase order requests for goods/services that are required for their respective areas.
- If a procurement plan is required, then coordinating with the procurement manager to ensure that the plan covers all of the Programme and Administration requirements.
- Obtain budget approval for the purchase order request (if needed)
- Obtain management approval for the procurement of the goods/services on the Purchase order request (if needed)
- Submit the purchase order request to the procurement manager.

The Procurement Manager is responsible for:

- Establishing and maintaining local procurement procedures that are easily understandable by all.
- Maintaining a suppliers list from which bids for RFQ's, ITB's and RFP can be sourced.
- Carefully reviewing purchase order requests in regards to the technical specifications, selection and exclusion criteria, allocated budget, funding source, delivery time and place.
- Ensuring that the goods and services required to support operations are supplied in a timely manner, of adequate quality and quantity and of the best price/quality ratio.
- Taking the correct procurement action for all purchase order requests received and the execution of all procurement plans.
- The timely coordination of all procurement processes required to satisfy the purchase order requests or procurement plans.
- The supervision of all staff within the Procurement Unit.
- The accurate and safe keeping of all procurement documents, files and samples. To ensure confidentiality and to be in compliance with RRI rules on document retention.
- Bring to the attention of the Head of Mission/Program Manager any abnormality identified in any procurement action or process that may cause damaging action by the donor, beneficiaries, or local authorities.
- Bring to the attention of the Head of Mission/Program Manager all instances of corruption, whether proven or otherwise, at the earliest practical opportunity.

- Preventing unnecessary waste, through inefficiency, poor administration, and the lack of oversight and coordination.
- Provide advice on procurement matters as and when required.

All staff involved in the procurement process is responsible for the transparency of the process; to include: integrity, documentation, accountability and confidentiality.

3. Procurement Unit

Quality and Delivery Time

The primary function of RRI procurement personnel is to assure that goods and services required to support operations are supplied in a timely manner, of adequate quality and quantity and at the lowest cost. All personnel involved in procurement have the responsibility to carefully review purchase requisitions concerning specifications, allocated budget and delivery time and, when in doubt, make appropriate inquiries to the requestor.

If local expertise is not available, the advice of the Head of Mission or Program Manager should be sought before purchasing special items. Delivery time must take into account lead time required by procurement personnel to prepare the RFQ, ITB or RFP documents, the ability of the market to respond, evaluation of offers/proposals, production time, transportation time and delivery to final destination.

If Emergency bidding is required, a note for file (NFF) "Emergency Statement" must accompany the Requisition.

The procurement unit is responsible for:

- Providing a service to RRI operations by acting as the principal contact between vendors and RRI country offices. It serves as the exclusive channel through which all requests regarding prices and products are handled, as well as correspondence with vendors concerning prices and quotations.
- Making final determination of supply source, price and delivery schedule, in conjunction with other units when appropriate. Only authorized RRI Procurement Unit staff will undertake negotiations with vendors. Only the Head of Mission and staff formally delegated by the Head of Mission are authorized to make commitments for the purchase of goods and services.
- Developing a sufficiently wide range of sources to provide adequate competitive bids.
- Making sure that adequate measures have been taken to safeguard the vendor confidentiality.
- Ensuring that all follow-up activities after the issuance of a contract are maintained.
- Ensuring that all procurement processes are well documented and clearly filed for future reference.
- Keeping the Head of Mission informed on economic and market conditions.
- Ensuring that RRI employees involved in procurement are complying in all aspects with laws that apply to their purchasing activities and strictly adhere to the Standard of Conduct and Business Ethics laid down in this document.

It is the employee's responsibility to consult with the Head of Mission if policies and procedures are not completely clear or if there may be difficulties fulfilling the requirements of any policy or procedure.

4. Limits of authority – check and balance controls

The duties of staff involved in the procurement process should be appropriately segregated. Where possible different staff should for example, be assigned to source suppliers & establish a bidders list, issue ITBs/RFOs, authorise procurement requests, issue purchase orders, accept goods upon delivery and certify invoices for payment.

All staff involved in the procurement process should have clearly defined roles and responsibilities in order to avoid overlap, inefficiency and lack of transparency.

There should be appropriate authorisation levels for staff that allow procurement requests up to specified financial limits (see Annex M). RIRP Head of Mission has implemented the monetary level of authorisation level accorded to individual staff. The authorisation schedule which covers all expenditures may not be circumvented in any way and a copy must be kept for audit purposes. There are two Authorisation Schedules pertinent to procurement:

- The first schedule authorizes specified staff to make purchase commitments for the purpose of procuring goods and services
- The second schedule authorizes specified staff to make, or approve cash or bank disbursements.

In order to safeguard the above “checks and balances”, employees will only be authorised in one of the two schedules, i.e. commitment or disbursement. Note: Purchases or payments will not be split or delayed in order to avoid obtaining the correct level of approval.

5. Procurement Policy

As a humanitarian organisation, RRI NGO has a duty to uphold fair and ethical procurement and business practices. The determined principles should be observed in all aspects of the procurement processes.

5.1 Procurement Ethics and Code of Conduct

During the entire procurement process, RRI will observe the following ethical standards:

- All business dealings shall be undertaken in an impartial matter;
- Received funds will be spent efficiently and effectively;
- Purchase without favour or prejudice and maximize value in all transactions;
- Maintain confidentiality in all dealings;

- Decline gifts, gratuities or any other benefits which may influence, or might be deemed to influence, equity or impartiality.

During the entire procurement process, RRI will observe the following code of conduct:

- Ensure that all potential suppliers and consultants are provided with identical information upon which to base proposals and quotations and are given an equal opportunity to meet the requirements;
- Establish and maintain procedures to ensure that fair and equal consideration is given to all proposals and quotations received;
- Offer a prompt and courteous response to all reasonable requests for advice and information from potential or existing suppliers and consultants;
- Promote fair and open competition and seek value for money;
- Be equitable in the treatment of all suppliers and consultants;
- Seek to minimize the cost of participation to suppliers and consultants in the procurement process;
- Protect commercial-in-confidence information;
- Deal honestly with suppliers and consultants;
- Satisfy accountability standards;
- Avoid conflicts of interest and declare any conflicts of interest that do arise; and
- Abstain from soliciting or accepting remuneration or other benefit from a supplier or consultant for the discharge of official duties.

5.2 Corruption

As there are numerous definitions of corruption, in practice it can be difficult to differentiate between corruption and other related offences. As a result, RRI has strict rules and regulations to avoid abuse or malpractice:

- Staff should not foster any suspicion of conflict between professional duty and personal interest.
- Do not accept, directly or indirectly any gift, favour, entertainment, loan or monetary value from vendors or potential vendors. Gifts under \$20, such as business pens and diaries are acceptable.
- No bids will be received, nor contract awarded to, any company that is owned, controlled or actively influenced by any RRI staff or close relative to that employee.

6. Competitive Bidding

The policy objective of procurement is to provide the appropriate quality and quantity of goods and services necessary to support the RRI operations at the time and place that they are needed and in the most cost-effective manner, while taking into account the following principles:

- The best value for money
- The fairness, integrity and transparency of the process
- Effective competition
- The interest of RRI and the donor

Competitive bidding shall be employed in all procurement undertaken by RRI, and handled by qualified staff of RRI Procurement Unit.

Competitive bidding requires that three or more qualified vendors be solicited for written offers/proposals when the value of the contract is expected to be more than US \$500 (or equivalent). This ensures transparency and value for funds spent.

RRI Head of Mission or his delegate may make exceptions (waiver) to the policy of competitive bidding rule in writing, by providing valid justification and informing the donor accordingly.

Exceptions, which must be kept to an absolute minimum, are allowed only in the following cases:

- Prices or rates are fixed pursuant to national legislation or by regulatory bodies (may be the case for fuel)
- Standardisation of supplies, equipment or spare parts render competition impracticable (e.g. toner cartridges for a particular photocopy machine)
- Exigencies of service do not permit to wait the result of a Request for Quotation (RFQ, for goods), or an Invitation to Bid (ITB, budget over US\$ 20,000), or a Request for Proposals (RFP, for services). This applies to circumstances where goods or services are required immediately to prevent harm to life, health or well-being of refugees in situations of a true **emergency**. However, an urgent need due to delay by those responsible or failure to plan adequately does not qualify for exception (waiver)
- The proposed contract relates to procurement from a sole source of supply or services (e.g. sole authorised vendor) or where the requirement involves a proprietary product or service;
- When the formal solicitation (RFP or RFQ) will not give satisfactory results, or when within reasonable prior period, a formal solicitation has not produced satisfactory results.
- When the procurement contract relates to services that cannot be evaluated objectively

6.1 Local / International Procurement

In order to support the economy of the particular country it is preferable to use goods manufactured in the area of operation and existing local services, if they are available at competitive prices. Solicitation documents for international procurement (RFQ, ITB and RFP) are to be from a wide geographical area.

6.2 Business Opportunity

The widest possible base of potential vendors suitable for a specific contract should be invited to bid. Vendors requesting an opportunity to render an offer/proposal should be given the opportunity to do so, unless there is supportable evidence that the firm cannot realistically be expected to provide the required goods/services.

The requestor may recommend a source, but the selection of vendors to be solicited is solely a Procurement Manager responsibility. All visiting vendor representatives should be directed to the Procurement Manager.

The Procurement Manager will ensure that the following is taken into account when dealing with vendors and their representatives:

1. Provide equal opportunity for vendors to make price and specification quotations;
2. Encourage vendors to test and develop improved products and services;
3. Keep vendors informed of current and anticipated requirements;
4. If, for any reason, one vendor is allowed to re-quote, all competitors should be given the same opportunity. Re-quoting must be absolutely exceptional.

7. Documentation of Procurement

All procurement activities must be fully and transparently documented. This is the only means that RRI has of managing its procurement process and demonstrating to the donors that funds are being responsibly committed and spent. A completed purchase must be supported with a fully cross-referenced “stand alone” file. Documentation must be completed fully and accurately in every case. Well-designed procurement forms will basically mirror each step of the procurement process and, if employed correctly, they will allow effective management of procurement activities. All financial supporting documents will be kept for a 5 years period.

- In order to process payment to a vendor for goods, the Finance Unit requires an original invoice, the original receiving report (if DDU delivery), or hand-over documents to the freight forwarder, Third Party Inspection Report, if applicable, and a copy of the Purchase Order.
- For payment against a Service Contract, a copy of the contract is required together with the original invoice approved by the requestor, and the Evaluation for the last payment.

A typical “stand alone” procurement file would contain the following, in this order, and separated by dividers for easy reference:

- Requisition
- Company names and contact persons for vendors solicited
- Copy of the RFQ, ITB or RFP
- Original offers/proposals from responsive vendors, including all related correspondence

- Evaluation of offers/proposals or approved waiver, justification for vendor selection and award price
- Justification for lack of competition when less than 3 bids were received
- Copy of the Purchase Order for Goods or Services including orders for inspection and insurance, if applicable
- Expediting documents
- Customs clearance documents (if international procurement)
- Copy of the Receiving Report
- Copy of the vendor invoice
- Payment vouchers/receipts
- Other documents and correspondence related to the contract.

The Procurement Manager must document any anomalies or deviations from policy or procedures in a purchase with a signed explanatory “note for file”. Full supporting documentation will answer any question that an auditor or external examiner may raise.

8. Establishing a bidders list

Competitive bidding is required to ensure transparency and value for funds spent.

A good practice is to ensure that at least three (3) offers/proposals are received, in particular where any of the following factors apply:

- There are many potential vendors
- Some companies may decline from bidding
- New vendors are entering the marketplace.

Potential vendors will be evaluated by the Procurement Manager and the vendor may be added to RRI’s database. A good vendor database will contain, in addition to goods and services supplied:

- Full name and addresses of the company
- Product information and data sheets
- Supply information (quality, delivery times, payment terms and warranties)
- After sales services
- Packing and shipping facilities
- Management data and historical data
- References
- Results in previous bidding and comments on past performance.

From this database of qualified vendors, the Procurement Manager will identify and select eligible:

- Vendor who delivered against the last contract

- Competitive vendors from last RFQ, ITB, RFP
- Newly identified vendors.

There are two options for tendering:

1. Open tender: newspapers, announcement, websites, media etc.
2. Limited tender: Pre-selected or preferred list of companies – minimum number of vendors.

Though publication and advertising tender notices and contract awards, transparency as well as impartiality and fair competition is assured in the procurement process for ITB's.

8.1 Exclusion causes

Bidders and Suppliers will be disqualified from participation in all procurement procedures if:

- They misrepresent or omit information regarding themselves, or the goods/services that they are bidding for.
- There might be a conflict of interest.
- They are bankrupt or have suspended business activities.
- They have been found guilty of professional misconduct

9. Procurement Process

The procurement process that RRI implements include the following steps:

1. Identification and submission of the requirement
2. Bidding process
3. Contract award
4. Contract administration
 - a. Contract management (monitoring and management of the suppliers performance)
 - b. Processing of the final invoice, closing the contract file and ensuring that all accountable and supporting documents are available in the file for audit purposes.

9.1 Identification and Submission of the Requirement

Planning of requirements by the requestor must be at the forefront of all purchases. Most supply requirements are anticipated and result from the annual budget and business planning process. If exceptional circumstances prevent planning and early notification of the requirement, it is still required that purchasing processes and procedures are followed. If this is not possible because of urgency, approval should be sought from the Head of Mission or Program Manager and the reasons and circumstances for the urgency fully documented.

9.1.1 Needs Identification

A completed requisition is required for all purchases of goods and services equal to or above the petty cash amount limits (US\$ 500). Requisitions must be submitted early enough to provide sufficient lead time to meet delivery and distribution schedules.

The procurement process is initiated by formulating an official written Purchase Request Form which should contain the following information:

- Detailed description requirements (goods, works or services)
- A sequence reference (location/year/project code/sequence)
- Funding source
- Quantity of inputs to be procured
- Unit of measure
- Delivery schedule / Delivery location
- Estimated price or cost
- Any other relevant information

I.e. Detailed specification of materials will ensure unified offers: Cement (Type GU, ASTM type II or higher – don't use specification such as good quality, nails (size, galvanized), iron sheets (dimension e.g. 120cmx60cm, galvanized/corrugated), timber (dimension, wood-type, treatment) etc.

The buyer should provide planning support i.e. he/she supports and advises the requestor in completing the Requisition and gives appropriate input as regards to:

- a) Quality;
- b) Delivery expectations;
- c) Detailed specifications;
- d) Policy and procedures;

No procurement activity will be processed without a completed and authorized formally written requisition. It is to be submitted on a standard requisition form.

The completed requisition, along with the subsequent offers or proposals from vendors and evaluation done by the Procurement Unit, serve to support the creation of a formal Purchase Order or Service Contract and eventual payment to a vendor.

9.1.2 Form of submission: Invitation to Bid (ITB) or Request for Proposal (RFP).

After having received and checked the purchase order request, the Procurement Manager prepares the solicitation documents. This provides all the crucial information for prospective bidders to formulate a responsive and acceptable bid. The solicitation documents must be cross checked for accuracy and completeness by another member of the procurement staff.

The rules regarding the acceptance or rejection of offers/proposals will also be stated.

The Request for Quotation (RFQ) procedure is defined as the procedure where the Procurement Manager solicits three or more bids from qualified suppliers/service providers for written bids (quotations) when the estimated financial cost is within the RFQ threshold as defined in Section 9.1.4.

RFQs bids can be obtained by a member of the Procurement Unit visiting suppliers and obtaining the bid on company letterhead. In these cases the completed bid must be placed in a sealed envelope by the bidder.

The Procurement Manager is to maintain a RFQ file for all RFQs raised. The RFQ file should also contain at this stage a copy of the Purchase Order Request and a copy of RFQ Tender Document Delivery Form.

An ITB procedure is defined as the procedure where the Procurement Manager issues an ITB Bid Solicitation document inviting potential bidders to submit a bid whereby the estimated value will be over \$US 5000.00

The ITB is a formal procedure and should always stipulate that offers/proposals must be submitted in sealed envelopes. For highly complex and specialized contracts, bidders may be asked to submit a financial proposal and a technical proposal in separate sealed envelopes. Sealed envelopes should be marked "not to be opened before (closing date/time)" and will bear the reference number requested by RRI on the outside envelope for identification purposes.

Closing date/time: The response time allowed for offers/proposals is based on the complexity of the goods or services required. In practice, RRI gives vendors 2 weeks to respond to a RFQ, ITB, or RFP. In cases of emergency, vendors may be required to respond in as little as 24 hours.

Validity of offers/proposals: must be sufficient for the Procurement Unit to complete the comparison and evaluation of offers/proposals, to clarify particular aspects of the proposed contract, to obtain all necessary approvals, to award the contract and to receive back the countersigned contract from the vendor.

Specific conditions: Should be shown separately under the heading "special conditions of contract" (e.g. the currency in which offers are to be made).

Payment Terms: Highlighting when the contractor can request funds from RRI and under what conditions release of funds is calculated.

Conditions for Purchase Orders for Goods or Services: In general, the party in a contract relationship submitting the first draft of a proposed agreement has a definite advantage. It is therefore important to secure that the vendor accepts RRI's general terms and conditions either during vendor registration process or when submitting an offer.

The Conditions for Purchase Orders or for Service Contracts, submitted with each RFQ, ITB or RFP, contains a statement concerning RRI's right to accept or reject any offer/proposal prior to the award of contract and to annul the bidding process and reject all offers at any time. Where the interest of RRI so requires, all offers/proposals may be rejected and new ones solicited based on the same or revised specifications. Such action should not be taken

for the sole purpose of obtaining lower prices. Rejection of all offers/proposals is justified when an insufficient number of substantially responsive offers/proposals are received or when there is a lack of effective competition.

Performance security: A performance bond will always be considered for high value contracts and critical projects. Such a performance bond should be provided by the vendor on or before the effective date of contract.

Warranty: A warranty from the vendor for items which by their nature and price should normally be guaranteed against deficiencies;

For the purpose of evaluation and comparison of offers, bidders should be requested to quote on the basis of identical trade terms. Bidders are required to state the following:

EXW unit prices (Ex Works),

EXW total price, including cost for packing and loading;

And, as applicable, price increment for delivery according to INCOTERMS, e.g.:

FCA to named place of departure (Free Carrier);

CIP to named place of port of entry (Carriage and Insurance Paid to);

DAP to named place of destination (Delivered at Place).

Local purchases will normally be payable in local currency

The cost of the following services, if required, will be quoted separately from the cost of the goods:

Freight and other expenditures related to inland transportation and delivery by the vendor in the country of destination;

Installation and commissioning;

Training;

Maintenance and repair;

Detailed operations and maintenance manuals, etc.

For procurement of Services: The main criteria for the evaluation of proposals (to be stated in the RFP documents);

Price versus technical evaluation scores to be indicated in %. It may vary between 70% and 30% for complex service tender such as software procurement or consultancy and 50% and 50% for regular services such as printing, audit etc.

All necessary background information, such as extracts from the implementing instrument, detailed description of the services to be provided (terms of reference (TOR)), including an implementation schedule, the payment schedule, request for customer references, request for staff references (if applicable).

Solicitation documents should be sent simultaneously to all potential bidders to ensure equal treatment.

Any potential bidder requiring additional information should make a written request either by letter, e-mail or by fax. The reply should likewise be in writing and a copy of the reply should be sent simultaneously to all other potential bidders.

Should a meeting with potential bidders prove necessary to provide the additional information, a record of the meeting should be prepared immediately and provided simultaneously without delay to the requesting potential bidder and to all other potential bidders.

Prompt action must be taken in order not to compromise the deadline for the submission of bids.

An extension of the closing date/time can be granted if justified by exceptional circumstances and so requested in writing by more than one bidder. When an extension is granted, all bidders shall be informed immediately and simultaneously. A bid opening may only take place after the new deadline for the submission of bids.

9.1.3 Transport Arrangements:

Transportation is a significant expenditure and greatly affects delivery time and therefore requires a lot of thought and planning. Once a requisition has been raised, procurement staff should investigate options for the most reliable and economical means of moving the anticipated quantities of supplies or numbers of people to the intended destination. It is not anticipated that RRI will undertake transport contracts, but in the unlikely that it happens in the future, RRI Procurement Manager will seek guidance from Head of Mission and RRI procurement Unit.

9.1.4 Method to Establish a List of Bidders

Once the identification of the goods or services required are known, vendor selection will take place, the following will help determine vendor capabilities:

- Past performance of company
- Company assets (equipment, office, vehicles etc.)
- Staffing profile (Director, number of engineers, support staff – you can also request CV's to prove technical qualifications of staff)
- Financial reports (to prove company has the required liquid assets to complete project)
- Period of performance on previous projects
- Proof of company registration with GOI.
- Payment terms for company – are they acceptable with RRI / RRI

The number of vendors depends on the value of contract:

Value of tender	Documents Used	Req # of Bidders
≤ \$ 5,000	RFQ	3 offers (normal competition)
\$ 5,000 ≤ \$ 100,000	ITB	8 vendors
\$ 100,000 ≤ \$ 500,000	ITB / RFP	15 vendors
\$500,000 ≤ \$ 1,000,000	ITB / RFP	20 vendors
≥\$ 1,000,000	ITB / RFP	25 vendors

10. Receiving of Offers and Proposals

Offers and proposals should be immediately sent or brought to the person designated to receive them for recording and safekeeping. Under no circumstances will an offer or pro-

posal be opened, reviewed or examined, nor will it be marked or defaced in any way, prior to official opening.

Offers and proposals should be received at the designated time and place. If received after the deadlines they will not be considered. All late offers or proposals will be placed in the file with a copy of the letter to the vendor informing that it was late, could not be considered and requesting a timely submission in the future.

Offers and proposals required to be submitted in sealed envelopes but which are submitted in unsealed envelopes are also not to be considered.

The following arrangements should be made for the opening of offers and proposals:

- Sealed bidding (contracts exceeding US\$ 20,000):
 - Offers and proposals shall be opened (or disclosed, if received by fax as described under RFQ, ITB, RFP, Form of submission) by at least two IP officials, who shall prepare and sign a record of the bid opening, including at least the date and hour when it was held, the persons present and their initials, the number of offers or proposals received, and the names of the bidders.
 - An official unconnected to the procurement function should participate in the bid opening for contracts exceeding US\$ 20,000.

Those who open the offers or proposals should ascertain whether they:

- Meet the requirements for valid receipt specified in the solicitation documents;
- Have been properly signed.

No bidder will be requested or permitted to alter the offer or proposal after the closing date and time, as specified in the tender documents. Any bidder may however be requested to clarify an aspect of an offer or proposal, but no change in the substance or price of the offer or proposal shall be sought, offered or permitted.

Prior to award, no information may be revealed concerning offers or proposals such as relative standing, names of bidders, etc. After award, the name of the successful bidder may be given. Under no circumstances, however, will any bidder's confidential information be disclosed to another vendor.

For receiving ITB's:

All ITB submissions are to be placed in the locked "Bid Opening" box with the hole in the top for the deposit of envelopes. The following rules apply to the "Bid Opening" Box:

- The Bid Opening Box must be locked prior to any offers or proposals being deposited and the two separate keys held by two management members.
- The Bid Opening Box will be located in a position whereby bidders can place their bid submissions into the box. The box will not be in a place whereby the bidder must give his bid to a RIRP member to place in the box, however the box must be in such a place that it is secure at all times, this will be placed at the security reception desk in main villa.
- Security staff annotates on all bid submission envelopes the date and time of the deposit into the Bid Opening Box. They will also record the name of the bidder and date and time of submission.
- Any tampering with the Bid Opening Box or unauthorised opening by any RRI staff member will be treated as a serious disciplinary matter.

- Any such unauthorised opening or tampering will render the bids invalid and a new submittal of bids will be conducted.
- Once a bidder places their bid in the Bid Opening Box it cannot be withdrawn before the ITB closing date and time. Bidders may submit a letter that withdraws their bid from the Bid Opening Box and this bid will be withdrawn and not counted on the bid opening day and time.

When bids are allowed to be submitted by facsimile machine or email, it is imperative that appropriate measures are taken to ensure that the confidentiality of the bids is maintained. Measures could include the following:

- Facsimile machine locked in a separate office which has restricted access. The facsimile message must be placed in a sealed envelope and placed in the Bid Opening Box.
- An email address specifically established for an ITB whereby the password is held by the Chairperson of the Bid Opening Committee.

In all cases where a bid is received by either fax or email, a hard copy signed by the bidder must be received for the bid to be valid. This is normally for International ITB's and allows the international bidders from other countries the same time as local bidders to submit their bid and then courier the hard copy. ITB's that are to be received via email only are to receive prior approval from RRI head office.

For receiving RFQs:

All submissions received for RFQs will be placed in the Bid Opening Box, unless an ITB is being held at the same time. Should this be the case, RFQ submittals will be held in a locked box and the key held by one of RIRP management.

11. Evaluation of Offers and Proposals and Award

11.1 Tender Opening Procedures

ITBs:

All ITB's will be opened by the Bid Opening Committee (BOC) and assessed by the Bid Analysis Committee (BAC), Procurement Manager, Technical Officer, and Committee on Contracts (CoC).

The Head of Mission or Senior Project Manager will appoint the members of the BOC which will comprise of 3 staff members. Donors will be invited to attend the Bid Opening.

The BOC will always be an odd number and members are usually senior staff with operational responsibilities, however non-operational staff can also be included as voting members.

Bid Opening Process:

- The Bid Opening will be conducted at the time and place specified on the ITB documentation.

- The BOC chairperson declares the ITB closed and that no further bids are to be received or considered.
- The Bid Opening Box is then opened in the presence of the witnesses.
- The envelopes are opened one at a time and the bids are checked to ascertain that they meet the formal requirements specified in the ITB.
- Any envelopes that are marked with duplicate information i.e. Financial and Financial are to be placed to one side unopened.
- The BOC chairperson recites who the bid is from and if applicable the price of the bid.
- The BOC shall initial the bids on all pages to ensure that no tampering takes place after bid opening.
- The BOC shall record every bid on the Bid Opening Report Checklist.
- The BOC shall review all pages contained within the bids for any alterations or corrections. If found, these must be circled in pen and initialled by the BOC.
- Any bids written in pencil will be disqualified by the BOC and the bid returned to the bidder along with a covering letter.
- The BOC shall document why any bids were not accepted, along with the reason for rejection.
- Bids should not be considered if received after the deadline or if submitted in unsealed envelopes.
- The ITB opening part of the process is now complete and the meeting adjourned.

Please note the following:

- When financial and technical proposals have been requested in the ITB, the bidders must annotate either “Financial or Technical” on the respective envelopes.
- All technical envelopes will be opened first.

11.2 Absence of Bids or Unacceptable Bids

An unacceptable bid: is defined as a bid that does not comply with the terms of the Bid Solicitation Document (i.e. RFQ, ITB). Any unacceptable bid is to be declared at the Bid Evaluation Stage.

The original terms of the Bid Solicitation Document should not be substantially altered (quantity, description, specifications, delivery schedule), when proceeding.

It should be analysed why the ITB/RFQ failed to attract sufficient acceptable bids, reported and a future strategy should be devised in order that future tenders will obtain sufficient acceptable bids.

Insufficient Number of Bids Received: is the situation when 2 or less quotes have been received in response to a RFQ, or 3 or less bids received in response to an ITB.

Whenever this particular situation arises, the Procurement Manager after having obtained relevant authorization may choose to enter into a contract with the Supplier, or Contractor, who has submitted the best bid, provided the bid offers the best price/ quality ratio, conforms to the required specifications and delivery schedules, and sufficient funding is available.

It should be analysed why the ITB/RFQ failed to attract sufficient acceptable Bids, reported and a future strategy should be devised in order that future ITBs/RFQs will obtain sufficient acceptable bids.

Note: that in all cases, the Procurement Manager may alternatively choose to proceed with re-tendering if it is believed that sufficient acceptable bids may be received through re-tendering the requirement, provided that delivery will be made within the required delivery schedule.

11.3 Bid Analysis

Bid Analysis/Evaluation Technical

The Technical Manager will review all technical bids and create a bid tabulation template. Information that will be assessed may include but is not limited to, the following items:

- Previous performance
- Previous performance on similar projects
- References
- Company CV
- Staff profile
- Company equipment available for project

Any bid not meeting the technical standards required in the ITB, will have their unopened financial bid excluded from the remaining evaluation process and returned to them, with a covering letter explaining why it could not be evaluated further.

When samples are required to be supplied as part of the bid the Technical Bid Analysis Report will record the fact that the sample has been provided. The sample shall be initialled by the Technical Manager and marked with the name of the bidder.

No bids may leave the possession of the BOC at the meeting. The technical evaluation (and samples if applicable) that have been opened, reviewed, initialled and documented on the Bid Response Sheet shall be passed to the Procurement Manager.

Bid Analysis/Evaluation Financial

The Procurement Manager shall prepare a Bid Summary Sheet which includes the broad details of the bids received. His/her assessment will include:

- Financial stability of the company
- Any audit reports requested in the ITB documentation
- Company registration with GOI
- Any information that could be asked for on the ITB.

RRI procurement policy gives due consideration to the procurement of goods and services in the area of operation to support the economy of refugee-hosting countries. In practice, this translates into a 15% price bonus for locally manufactured goods as compared to the customs cleared cost of international procurement and to service providers whose head office is registered in the country. A comparative analysis of local and international procurement of goods and large purchases must be documented.

Offers for Service Contracts should be evaluated in the first instance against the substance of the proposal. In other words how close does the offer match the specified requirements? The financial offer is evaluated subsequently and the score of this part is then combined with the technical score to reach a total score. For this reason, companies offering services should be requested to submit their proposals in two separate envelopes, the first to contain the general and technical proposal and the second the financial proposal.

Proposals for service contracts are evaluated in accordance with technical criteria established by the technical evaluation committee and chaired by the requestor, and commercial/cost criteria evaluated by the buyer. The buyer, considering input from the requestor establishes the respective weights for technical and cost criteria. A 70:30 technical versus cost ratio is a common weighting for complex service contracts.

Pre-award surveys are recommended prior to the first award to a new vendor for a contract of high value, high priority or complex goods/services. Among the topics to be surveyed should be the vendor's credit rating, affiliations, familiarity with the technical requirements, facilities, experience, references, capacity, production equipment, staff capability, etc.

12. Contract Award

The Committee on Contracts (CoC) is then convened to make the Bid evaluation and contract award. The CoC is responsible for examining the bids, samples (if applicable) and Bid Summary Sheet on the basis of the selection & exclusion criteria written in the ITB using the ITB evaluation documents while taking care to uphold the best value for money principle.

Note: That best value for money does not necessarily mean choosing the lowest price option. It requires an integrated assessment of different criteria in light of their relative importance, for the purpose of this integrated assessment; you can use a Bid scoring sheet. If the lowest conforming bid is not selected, write a clarification in the report.

RFQ's

All RFQ's must be opened by the Procurement Manager and at least 1 other staff member in the Procurement Office. The RFQ opening shall be held as soon as possible after the RFQ closing date and time.

The evaluation of bids and samples from RFQ's is completed jointly by the Procurement Manager and the Requestor, on the basis of the selection & exclusion criteria written in the RFQ using the RFQ evaluation documents while taking care to uphold the best value for money principle (see note above).

The Procurement Manager shall ensure that the following is completed for RFQ's:

- All Bids are in a sealed envelope and have not been tampered with.

- Open each bid one at a time reviewing the bid for any alterations or corrections. If found these must be circled in pen and initialled by the RFQ Opening Committee.
- Document every bid received.
- Record receipt of each bid on the bid itself by initialling every page.
- Any bids in pencil shall be disqualified by the RFQ Opening Committee and the bid returned to the bidder with a covering letter explaining why.

The Procurement Manager shall ensure that the following are filed in the RFQ file:

- Documentation of each bid received.
- The bids received (where practical the bids made be kept in separate folders or boxes which are suitably marked and secured)
- Samples are to be stored in a secured place and the key held by the Procurement Manager.

ITB's

The Committee on Contracts is the Contract Awarding Authority for all contracts resulting from ITBs.

The Contract Award document is filed in the respective contract file.

The Procurement Manager is to ensure that all unsuccessful bidders are notified of the ITB result. The notification can be done by email or published award notice in the newspaper or on the RRI website.

The name and contract price of the successful bidder can be disclosed to unsuccessful bidders upon request to enhance transparency. This can only be done once the Procurement Contract has been signed by both RRI and the supplier.

The Purchase Order for Goods or Services shall be awarded to the qualified bidder whose bid is evaluated to be the lowest offer/proposal meeting the requirements.

In other words, any criteria specified in the solicitation documents, such as quality, delivery time, payment terms and compatibility with existing equipment, may be used to evaluate the offers/proposals.

A Purchase Order is a legally binding document made up of an offer by one party and the acceptance of the offer by another party. A verbal agreement can be as binding as a written contract if resulting from the provision of goods or services.

The basic data in a Purchase Order or Service Contract are:

- a) Contract number and date;
- b) Page number and number of pages (1/3);
- c) Vendor's address, contact person and phone number;
- d) Vendor reference number;
- e) Consignee and, if different, delivery address;
- f) Trade terms (INCOTERMS);
- g) Mode of shipment and transshipment point (via);
- h) Delivery date (never "ASAP");
- i) Terms and conditions, liquidated damages or compensation for non-compliance with terms and conditions;
- j) Payment terms;

- k) Item number(s);
- l) Complete description of goods or services;
- m) Quantity, unit of measure, unit price and total for each item;
- n) Total order value;
- o) Requisition reference;
- p) IP buyer name/code and phone number;
- q) Authorized signature.

12.1 Default of Supplier or Contractor

Default of supplier or contractor is defined as a the situation when, after contract award is made, the supplier or contractor either refuses to sign the contract according to the terms of his bid (for example raises the unit price or transportation costs before the period of bid validity has expired) or signs the contract, but fails to deliver either partially or totally.

The Procurement Manager can submit a recommendation to the Committee on Contracts to award the contract for the amount of goods/ services remaining to be delivered to the bidder who submitted the 2nd best acceptable offer, provided that his bid remains valid. If the bidder who submitted the 2nd best acceptable offer declines or defaults as well, the Procurement Manager can propose the contract to the bidder who submitted the 3rd best acceptable offer provided that his bid remains valid, and so forth. In all cases a Note for File must be made and filed.

Note: if it comes to the attention of the Procurement Manager that the supplier who won the ITB/RFQ purposely defaulted in order to obtain the contract at a higher price under another name or that different bidders working in collusion agreed to default in order to obtain a higher price, the Procurement Manager should report the case to the Head of Mission or representative.

If sufficient proof is discovered by the Procurement Manager or Project/ Programme Manager in charge, Head of Mission or representative can then authorise a RFQ (without proposing the contract to the next acceptable bid). The existing proof along with the Head of Mission or representative signed authorization and a 'Note for the File' shall be attached to the ITB documents and filed appropriately in the ITB file. The Supplier(s) concerned should be deleted from the bidders List and not considered for future ITBs/RFQs.

12.2 Advantageous Purchasing

Advantageous purchasing can be defined as, but is not limited to, the situation where a supplier is closing their business activities or another international actor is leaving the country of operation and wishes to sell its remaining goods or equipment at a cost that is heavily discounted when compared to the purchase price of the item when new.

The use of this purchasing is exceptional and should be supported by clear and detailed supporting documentation including current market prices. Preferably it should be discussed with Headquarters as it may need to be validated by the Donor.

13. Expediting / Contract Management:

Expediting is most efficiently done in advance of delivery rather than chasing late consignments. This requires maintaining a shipment expected/arrivals record to track orders and keep the final destination informed of progress.

The staff responsible for tracking the expedition of Purchase Orders and/or the management of Service Contracts should review all active files on at least a weekly basis, or as frequently as required.

Another best practice is to monitor each shipment stage: ship's arrival, discharge, storage, customs clearance, and loading/transport to final destination.

The procurement unit may also formulate reasonable requests for support and assistance from vendors to enable them to meet their contractual obligations should be considered sympathetically.

The Procurement Unit oversees the actual delivery of services only for those service contracts relating to its own function as it is understood that only the requestor is in a position to effectively monitor the progress of services he/she requested.

Visits to or from the vendor to monitor ongoing performance of Purchase Orders and Service Contracts may be appropriate, using performance evaluation forms and quality control checklists. The evaluation and appraisal of vendor performance should be carried out on a continuous basis. The evaluator should document any findings/reviews/inspections and ensure that one copy is included in the file and another copy in the vendor database. The information is required for the following purposes:

- To assist in the resolution of any dispute arising from contracts;
- To feedback into the vendor selection system;
- To provide a baseline for vendor development programmes.

The following procedures should be observed:

- Examine the delivery status of all contracts which have been confirmed with vendors and which, according to the files, have not yet been received or executed by the stated delivery date;
- For those contracts singled out by this review, check with the requestor for eventual receipt. If not received, check whether the goods or the services are still required;
- If the requestor still needs the delayed goods/services, then contact the vendor for a realistic delivery date and follow up on prompt expedition;
- If the vendor states that the goods (and documents) have been shipped or the services delivered, then 1) obtain the shipping date and shipping information; 2) ask the vendor to investigate and advise current status; and 3) trace the consignment through receiving agents; 4) in case of services, obtain proof of their satisfactory delivery.

14. Contract Amendments

Contract Amendments are a written document that must include the following:

- Reference to the Contract Number

- The Amendment Number (sequential numbering)
- The change of Contract deliverables
- The new grand total price if the quantity or services to be delivered or provided are amended.
- The Party that is requesting the amendment and the reason for.
- That all other contract requirements and conditions remain extant.

Contract amendments are not deemed to be part of the contract until both parties have signed the contract amendment.

Minor changes can be made to contracts by both parties amending the contract in pen and signing on the contract where the changes were made. Care must be taken to differentiate between minor changes and material or substantive changes. The following are examples;

- Material or substantive changes
- Change of quantity to be supplied
- Change of contract price
- Major change in contract delivery schedule
- Minor changes
- Correct a misprint in the contract
- Small changes within a delivery schedule
- Change of delivery point within the same locality

Contract amendments must not substantially alter the original conditions and not call into question the award of the contract to the selected supplier.

Contract amendments can only be effected when both parties agree to the proposed changes. Where only one party agrees to the proposed change, it must be negotiated and a common agreement reached before any contract amendment is drafted. If a common agreement cannot be reached the only options are for both parties to fulfil their contractual obligations as per the current contract, or in dire circumstances contract cancellation.

Advice from RRI HQ should be requested if unsure of the appropriate action to take regarding contract amendments.

15. Contract Cancellation

If a contract is required to be cancelled it must be in writing with the other party acknowledging the receipt of the contract cancellation letter.

In circumstances where the relationship between RRI and the supplier has deteriorated to such an extent and contract cancellation is the only option, or the supplier is refusing to sign the contract cancellation letter, it should be sent by registered mail, or delivered by a third party who signs an affidavit stating that the letter was delivered to the supplier. This is especially important if the matter is disputed and arbitration is the only remedy.

If a contract is terminated, particular care must be taken toward maintaining a satisfactory professional relationship between the vendor and the IP during and after the termination.

16. Receiving, Rejection and Claim

As soon as goods or services are received, they should be promptly and carefully examined to ensure that they fully conform to the contract.

In case of any problem detected upon delivery such as loss, damage, wrong quality or quantity, the basic policy is not to accept any non-conforming goods or services and to immediately inform the vendor. However, it is important to know the legal status of the goods or services in order to take the appropriate action. This depends on whether the ownership is already with the consignee or still with the vendor.

The following actions have to be taken for all non-conforming deliveries irrespective of the ownership:

- Note reason for objection
- For goods: on the transport document i.e. the waybill as well as on the Receiving Report;
- For services: on the hand-over document.
- Inform the vendor immediately;

In addition, for contracts where the vendor has full responsibility until delivery is accepted by the consignee (e.g. DAP), review the following options:

- Reject delivery or part of it;
- Request replacement, re-performance or repair free of charge;
- Contract again with the second-in-line vendor of the bidding process and collect excess costs from the defaulting vendor;
- Terminate the contract.

For contracts on basis of other terms provided they are covered by insurance:

- Initiate claims action (carrier, vendor, insurance);
- If a carrier is suspected to be at fault, send a Protest Letter to the last carrier (copy imperative for a later insurance claim);
- If the expected loss/damage exceeds US\$ 1,000, obtain a Short landing Certificate and/or arrange for an independent Survey Report, required for a later insurance claim;

Only in exceptional cases should consideration be given to the following options:

- Allow contract performance after obtaining adequate consideration and approval from the requestor;
- Agree to an equitable adjustment and issue a Change Order.

It sometimes becomes necessary to return goods. A memo to the Procurement Unit for action should be prepared, identifying each item with reference to the original contract. The Procurement Unit will then negotiate the return of the goods with the vendor. The options available are:

- The vendor furnishes a suitable replacement at no charge, arranges pick-up, handling and freight costs;
- The goods are returned to the vendor for full credit with freight collect (or at cost);
- The goods are returned to the vendor with his/her consent (except DDU delivery) for full credit less replenishment charge and freight;
- The goods are scrapped with the approval of the vendor and/or the insurance company.

17. Payment

Invoices from suppliers/service providers should be examined, verified and certified by the person authorized to proceed with a disbursement (distinct from the buyer). Such examination will include supplementary documentation such as Goods Received Note, Waybill, delivery note or equivalent and any other documents required by local DRC regulation. No payment should be authorised without proof of delivery.

Logistic or procurement staff should normally not handle cash and/ or payment.

To prevent malpractice (for example: failing to report any short supply of goods ordered), a number of control measures should be in place in accepting goods upon delivery and in making payment.

Invoices from vendors will be examined, verified and certified by the Finance Unit (distinct from the buyer). Such examination will include supplementary documentation covering:

Unit and total prices;

Quantities specified in the contract;

Previous payments;

Deductions;

Signed Receiving or Hand-over Report;

Copies of Payment vouchers and invoices must be reported and attached to all assets (STI or PPE) acquired from RRI funds;

Other obligation specified in the contract (installation, training, etc.);

Examination and verification of invoices will be performed expeditiously in order to assure timely payment within the period agreed. Any deficiencies or discrepancies will be referred to the buyer. If progress payment was agreed upon in the contract, progress has to be certified by the requestor of the goods or services.

The Finance Unit prepares and certifies the invoice for submission to the Accounts personnel. Only the amount stated on this certified invoice, exclusive of discounts, will be paid. Cash discounts taken or lost will be reported accordingly. Lost discounts should be justified in writing and the note added to the file.

Several payment options exist depending upon the agreement reached between RRI and vendors. Whatever the conditions, they should always be clearly detailed in the contract. The principal options are:

Bank transfer directly from RRI account by which RRI also has control throughout the payment process. Transfers are accomplished by forwarding a letter to the bank, which should include the name and number of the account to be debited, amount and currency of trans-

fer, purpose of transfer (contract reference, invoice number), bank name and address, beneficiary name in full, beneficiary account number and authorization signatories. Check drawn from the RRI account and handed over directly to the vendor.

18. Closure of Contracts

When all the contractual obligations of the supplier have been fulfilled, invoiced and final payment made, the supplier will then be deemed to have met all of their contractual obligations and the contract can be closed.

Once the final invoice has been sent to the finance department and the copies of the Request for Payment form and invoice are filed in the contract file the contract can be closed. Procurement contracts for the supply of goods cannot be closed if there are outstanding quantities still to be delivered. In these circumstances a Contract Amendment is to be raised amending the quantity to be delivered to the actual amount delivered. The contract can then be closed.

Annex A. General Conditions for Provisions of Services

1. LEGAL STATUS OF THE PARTIES:

Rebuild and Relief (RRI) and the Contractor shall also each be referred to as a “Employer” and “Contractor” hereunder, and: 1.1 The Contractor shall have the legal status of an independent contractor vis-à-vis RRI, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or sub-contractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to RRI in connection with the performance of its obligations under the Contract. Should any authority external to RRI seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify RRI in writing and provide all reasonable assistance required by RRI. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of RRI, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of RRI.

3. RESPONSIBILITY FOR EMPLOYEES: The following provisions shall apply:

3.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

3.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of RRI, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

3.3 At the option of and in the sole discretion of RRI:

3.3.1 the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by RRI prior to such personnel’s performing any obligations under the Contract;

3.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of RRI prior to such personnel’s performing any obligations under the Contract; and,

3.3.3 in cases in which, pursuant to Article 3.3.1 or 3.3.2, above, RRI has reviewed the qualifications of such Contractor’s personnel, RRI may reasonably refuse to accept any such personnel.

3.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

3.4.1 RRI may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

3.4.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of RRI, which shall not be unreasonably withheld.

3.4.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

3.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

3.4.5 Any request by RRI for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and RRI shall not bear any liability in respect of such withdrawn or replaced personnel.

3.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with RRI officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

3.5 Nothing in Articles 3.2, 3.3 and 3.4, above, shall be construed to create any obligations on the part of RRI with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

3.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of RRI shall:

3.6.1 undergo or comply with security screening requirements made known to the Contractor by RRI, including but not limited to, a review of any criminal history;

3.6.2 when within RRI premises or on RRI property, display such identification as may be approved and furnished by RRI security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to RRI for cancellation.

3.7 Not less than one working day after learning that any of Contractor's personnel who have access to any RRI premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform RRI about the particulars of the charges then known and shall continue to inform RRI concerning all substantial developments regarding the disposition of such charges.

3.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within RRI premises or on RRI property shall be confined to areas authorized or approved by RRI. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within RRI premises or on RRI property without appropriate authorization from RRI.

4. ASSIGNMENT:

4.1 Except as provided in Article 4.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of RRI. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on RRI. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under the Contract, except with the prior written consent of RRI. Any such unauthorized delegation, or attempt to do so, shall not be binding on RRI.

4.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, provided that:

4.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and,

4.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; and,

4.2.3 the Contractor promptly notifies RRI about such assignment or transfer at the earliest opportunity; and,

4.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to RRI following the assignment or transfer.

5 SUBCONTRACTING:

In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of RRI. RRI shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that RRI reasonably considers is not qualified to perform obligations under the Contract. RRI shall have the right to require any subcontractor's removal from RRI premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services

and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

6. OFFICIALS NOT TO BENEFIT:

The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of RRI. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.

7. INDEMNIFICATION:

7.1 The Contractor shall indemnify, defend, and hold and save harmless, RRI, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against RRI, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

7.1.1 allegations or claims that the possession of or use by RRI of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to RRI under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

7.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

7.2 The indemnity set forth in Article 7.1.1, above, shall not apply to:

7.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by RRI directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; or

7.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if RRI or another party acting under the direction of RRI made such changes.

7.3 In addition to the indemnity obligations set forth in this Article 7, the Contractor shall be obligated, at its sole expense, to defend RRI and its officials, agents and employees, pursuant to this Article 7, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

7.4 RRI shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defence of any such suit, proceeding, claim or

demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defence of the privileges and immunities of RRI or any matter relating thereto, which only RRI itself is authorized to assert and maintain. RRI shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

7.5 In the event the use by RRI of any goods, property or services provided or licensed to RRI by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

7.5.1 procure for RRI the unrestricted right to continue using such goods or services provided to RRI;

7.5.2 replace or modify the goods or services provided to RRI, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; or,

7.5.3 refund to RRI the full price paid by RRI for the right to have or use such goods, property or services, or part thereof.

8. INSURANCE AND LIABILITY:

8.1 The Contractor shall pay RRI promptly for all loss, destruction, or damage to the property of RRI caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

8.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract insurance reasonably adequate to deal with losses:

8.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

8.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

8.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles,

boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; and,

8.2.4 such other insurance as may be agreed upon in writing between RRI and the Contractor.

8.3 The Contractor's liability policies shall also cover subcontractors and all defence costs and shall contain a standard "cross liability" clause.

8.4 The Contractor acknowledges and agrees that RRI accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

8.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by RRI, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

8.5.1 name RRI as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

8.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against RRI;

8.5.3 provide that RRI shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,

8.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to RRI.

8.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

8.7 Except for any self-insurance program maintained by the Contractor and approved by RRI for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to RRI. Prior to the commencement of any obligations under the Contract, the Contractor shall provide RRI with evidence, in the form of certificate of insurance or such other form as RRI may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. RRI reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 8.5.3, above, the Contractor shall promptly notify RRI concerning any cancellation or material change of insurance coverage required under the Contract.

8.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any

way be construed as limiting the Contractor's liability arising under or relating to the Contract.

9. ENCUMBRANCES AND LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the United Nations against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or RRI.

10. EQUIPMENT FURNISHED BY RRI TO THE CONTRACTOR:

Title to any equipment and supplies that may be furnished by RRI to the Contractor for the performance of any obligations under the Contract shall rest with RRI, and any such equipment shall be returned to RRI at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to RRI, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate RRI for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, RRI shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for RRI under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for RRI.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, RRI does not and shall not claim any ownership interest thereto, and the Contractor grants to RRI a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of RRI, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to RRI in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of RRI, shall be made available for use or inspection by RRI at reasonable times and in reasonable places, shall be

treated as confidential, and shall be delivered only to RRI authorized officials on completion of work under the Contract.

12. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information")¹, shall be held in confidence by that Party and shall be handled as follows:

12.1 The recipient ("Recipient") of such Information shall:

12.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and,

12.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

12.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

12.2.1 any other party with the Discloser's prior written consent; and,

12.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

12.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

12.2.2.2 any entity over which the Party exercises effective managerial control; or,

12.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of RRI, the Contractor will give RRI sufficient prior notice of a request for the disclosure of Information in order to allow RRI to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

12.4 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

13. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

13.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other

Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

13.2 If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, RRI shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 15, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, RRI shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.

13.3 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which RRI is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

14. TERMINATION:

14.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 18 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

14.2 RRI may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of RRI applicable to the performance of the Contract or the funding of RRI applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, RRI may terminate the Contract without having to provide any justification therefor.

14.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by RRI, the Contractor shall, except as may be directed by RRI in the notice of termination or otherwise in writing:

14.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

14.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

14.3.3 place no further subcontracts or orders for materials, services, or facilities, except as RRI and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

14.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

14.3.5 transfer title and deliver to RRI the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

14.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to RRI thereunder;

14.3.7 complete performance of the work not terminated; and,

14.3.8 take any other action that may be necessary, or that RRI may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which RRI has or may be reasonably expected to acquire an interest.

14.4 In the event of any termination of the Contract, RRI shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, RRI shall not be liable to pay the Contractor except for those goods delivered and services provided to RRI in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from RRI or prior to the Contractor's tendering of notice of termination to RRI.

14.5 RRI may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

14.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

14.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

14.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

14.5.4 a receiver is appointed on account of the insolvency of the Contractor;

14.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; or,

14.5.6 RRI reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

14.6 Except as prohibited by law, the Contractor shall be bound to compensate RRI for all damages and costs, including, but not limited to, all costs incurred by RRI in any legal or non-legal proceedings, as a result of any of the events specified in Article 15.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform RRI of the occurrence of any of the events specified in Article 15.5, above, and shall provide RRI with any information pertinent thereto.

14.7 The provisions of this Article 15 are without prejudice to any other rights or remedies of RRI under the Contract or otherwise.

15. NON-WAIVER OF RIGHTS:

The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract

16. NON-EXCLUSIVITY:

Unless otherwise specified in the Contract, RRI shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and RRI shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

17. SETTLEMENT OF DISPUTES:

17.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place according to such other procedure as may be agreed between the Parties in writing.

17.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 17.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with Germany laws.

18. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to RRI, as such obligations are set forth in vendor registration procedures.

19. MODIFICATIONS:

19.1 RRI Head of Mission, or such other contracting authority as RRI has made known to the Contractor in writing, possesses the authority to agree on behalf of RRI to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against RRI unless provided by a valid written amendment to the Contract signed by the Contractor and RRI Head of Mission or such other contracting authority.

19.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 19.1, above.

19.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against RRI nor in any way shall constitute an agreement by RRI thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 19.1, above.

20. INVESTIGATIONS:

20.1 The Contractor acknowledges and agrees that, from time to time, RRI may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to RRI access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation

21. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any), is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle RRI to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22. MINES: The Contractor warrants and represents that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any), is engaged in the sale or manufacture of antipersonnel mines or components utilized in the manufacture of anti-personnel mines. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and

warranty shall entitle RRI to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

23. SEXUAL EXPLOITATION:


23.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of these provisions shall entitle RRI to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

23.2 RRI shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

24 EXPLOITATION AND ABUSE OF REFUGEES AND OTHER PERSONS OF CONCERN TO RRI: The Contractor warrants that it has instructed its personnel to refrain from any conduct that would adversely reflect on RRI and/or the United Nations and from any activity which is incompatible with the aims and objectives of the United Nations or the mandate of RRI to ensure the protection of refugees and other persons of concern to RRI. The Contractor hereby undertakes all possible measures to prevent its personnel from exploiting and abusing refugees and other persons of concern to RRI. The failure of the Contractor to investigate allegations of exploitation and abuse against its personnel or related to its activities or to take corrective action when exploitation or abuse has occurred, shall entitle RRI to terminate the Contract immediately upon notice to the Contractor, at no cost to RRI.

25. PAYMENT INSTRUCTIONS: RRI shall, on the fulfilment of the delivery terms, unless otherwise provided in the Contract or purchase order, make payment by bank transfer within thirty days of receipt of the Contractor's invoice for the goods and copies of any other documentation specified in the Contract. Payment against the invoice referred to above will reflect any discount shown under the payment terms agreed among the parties, provided payment is made within the period required by such payment terms. The prices shown in the Contract or the purchase order may not be increased except by express written agreement of RRI.

Annex B. Invitation to Bid (ITB)

		INVITATION TO BID	
DISTRIBUTION		ITB NUMBER	
TITLE			DATE
SUBJECT			FILE REF.
TO (VENDOR)		DESTINATION FAX NUMBER	
FROM (RESPONSIBLE BUYER)		RETURN FAX NUMBER	
RETURN E-MAIL		RETURN TELEPHONE	
NUMBER OF PAGES INCLUDING THIS ONE		DATE	
MANNER OF SUBMISSION			
BIDS TO BE SUBMITTED BY DELIVERY TO			
THE FOLLOWING ADDRESS			
CLOSING DEADLINE: DATE			
TIME			
IMPORTANT: Offers transmitted in any other manner than those indicated above will not be considered. Offers should therefore be submitted in good time to be received			
REQUIREMENTS			
RIRP INVITES YOUR COMPANY TO MAKE A FIRM OFFER FOR THE FOLLOWING			
MERCHANDISE		QUANTITY	
SPECIFICATIONS		DELIVERY PLACE	
YOUR OFFER SHOULD CLEARLY INDICATE			
1. EX-WORKS UNIT PRICE		7. CONFIRMED DELIVERY SCHEDULE	
2. TRANSPORT COSTS UP TO DELIVERY PLACE: BY AIR, SEA, LAND (AS APPLICABLE)		8. VALIDITY OF THE OFFER	
3. TOTAL DDU PRICE		9. DEFECT LIABILITY AND GUARANTEE PERIOD	
4. PRICES SHOULD BE NET AFTER DEDUCTION OF DISCOUNTS		10. DETAILED SPECIFICATIONS (IF DIFFERENT FROM STIPULATED SPECS)	
5. TOTAL GROSS/NET WEIGHT		PLACE OF MANUFACTURE AND COUNTRY OF ORIGIN	
6. TOTAL CUBIC DIMENSIONS			

INVITATION TO TENDER

RIRP, on behalf of () is pleased to invite you to submit your tender for the following project:

Construction of:

Tender No:

Location:

Name of Company	
Location of project	
Address for delivery of tender documents	Rebuild Iraq Recruitment Program(RIRP) District 603, Alley 7, House 22, Al Mansur, Baghdad, Iraq
Closing date & time of tender submittal	
Tender Validity	
Contract duration	
Daily penalty beyond contract duration	
*Warranty period	

*Warranty period – rectifying any defect originating from sub-standard work execution (at contractors expense)

Please adhere to the following instructions in preparing your tender:

1. Tender instructions and conditions:

- 1.1. All tender documents that are requested must be printed. Any alterations must be signed and all pages submitted must be initialed by an authorised representative from the company.
- 1.2. Tender documents must be submitted in two (2) sealed envelopes (Financial & Technical)
- 1.3. The two sealed envelopes must be marked with the following information:
 - FAO: RIRP
 - Company Name
 - Name of project and/or project number
 - Closing date of the tender
 - Financial OR technical
- 1.4. The tender documents must be submitted to the address and by the time and date stated in the table above. Any documents received after the closing date and time will be automatically rejected. If your company does not wish to participate in the tendering, indicate this on the envelopes when you deliver them to RIRP address.
- 1.5. No modifications to the tender documents are permissible, following tender opening.
- 1.6. All tender documents submitted are confidential.
- 1.7. All tender documents are to be submitted in English.
- 1.8. RIRP reserves the right to cancel this tender at any time before contract signature and without compensation to any bidder.
- 1.9. RIRP will award the contract based on the following criteria:
 - Technical evaluation
 - Financial evaluation

- 1.1. RIRP is not bound to accept the lowest tender and will re-tender if considered appropriate.
- 1.2. All guarantee bank cheques will be held by RIRP accountant.
- 1.3. All bank cheques will be returned following contract signing (unsuccessful companies)
- 1.4. Read all instructions contained in this document carefully before submitting your companies tender.

2. List of documents attached to this tender

- Invitation to tender
- Any applicable drawings
- Bill of quantities (BOQ)
- Any supporting documents that may be required.

3. Conditions:

Definitions:

3.1. Employer: RIRP (German International NGO)

3.2. Contractor: the person/persons, or company to whom the tender has been awarded to by the Employer, this includes the Contractors personal successor (following Employers approval)

3.3. Engineer: any engineer appointed by the Employer.

3.4. Contract: refers to the specifications, drawings, priced BOQ, tender, contract agreement, Implementation arrangements, general conditions of the contract and any letters accompanying the tender, which has been countersigned on behalf of the contract document. The contract shall be considered fulfilled by both parties upon issuance of the acceptance letter by Employer and receipt of said letter by the tenderer or his authorised representative.

3.5. Works: this refers to all works required to be implemented, that are detailed in the drawings, BOQ and any other applicable documents.

4. Conditions and Specifications:

The conditions of this contract will be according to FIDIC General Conditions for Works and Civil Engineering Construction Part-1, 1992. These are deemed to be equivalent to the "General Conditions" traditionally used in Iraq. If any other conditions are used, these will be clearly mentioned and highlighted in the contract clauses.

Specifications governing the execution of the works shall be "British Standards" and "ACI Building Code of Practice" with all publications traditionally used in Iraq or Iraqi specifications if mentioned clearly. These specifications shall cover all the works to be constructed according to the contract. Equivalent specifications can be used only after written permission from Employer. It is the tenderers responsibility to fully understand the nature of the work and specifications of any materials required to complete the works.

5. Capabilities:

The tenderer shall submit the following documents to Employer ensuring they are split into the Technical OR Financial envelopes.

- Financial records for the previous 2 years (audited)

- Past performance of tenderer to include (but not limited to):
 1. List of **similar** works performed with UN/NGO's, governmental or local authorities and/or private sector. Each project mentioned must include the employer, length of project, works performed and any recommendation letters or completion letters received from Employer.
 2. A scanned copy of tenderers registration with the Iraqi government.
 3. A detailed list of all equipment and machinery that will be available and allocated to the tenderer for completing the works, during the construction phases.
 4. A detailed list of all staff and their qualifications that will be allocated to the works during the construction phases.
 5. Construction phases and dates (Work plan)
 6. A brief outline on tenderers construction and procurement methods.
 7. References will be provided for projects completed; these references will be checked to assess capability of tenderer.

6. Payment Instructions:

6.1. RIRP reminds the tenderer that all invoices requesting the amount he considers himself entitled to, should be submitted to RIRP Head Office at the following times:

- **30% down payment on contract signature, backed up with a bank guarantee.**
- **After successful implementation of 40% of the work and verified by all stakeholders (UNHCR field staff & partner engineers), Payment of a further 20% to the contractor.**
- **After successful implementation of further 30% of the work and verified by all stakeholders (UNHCR field staff & partner engineers), Payment of a further 30% to the contractor.**
- **Completion of the project a (i.e. 100%) verified again by UNHCR/RIRP field staff and completion certificate signed, Payment of a further 10% will be paid to the contractor.**
- **After warranty period (1 month) has expired final 10% to be given.**

6.2. The invoices presented will be based on measurement of work executed (calculated by Engineer and UNHCR monitor) and any other sums to which the contractor is entitled to under the contract.

6.3. Payment will be issued upon progress of the work, successful laboratory results of any construction materials required by RIRP and presentation of the invoice with payment details.

6.4. The final payment will be issued upon certificate of completion/receipt of the works by UNHCR/RIRP, together with a final invoice and presentation of all receipts of payment for contract activities. Final payment shall be made one week after warranty period has expired, provided that during that period the contractor, after written notice from RIRP, has repaired and made good at his expense all defects and/or faults that have arisen from workmanship and/or substandard materials. Payments will be in ID

6.5. The contractor will submit a certified bank guarantee from an RIRP approved Iraqi bank with a guarantee of 30% of contract value.

6.6. Any changes in currency exchange rate during contract duration will not affect the contract value.

7. Drawings and Bill of Quantities (BoQ)

Technical Documents:

7.1. Technical documents attached to this invitation are:

- The drawings prepared by engineer and any other drawings for installation and services as required.
- The works and quantities as indicated in the Bill of Quantities. Quantities are estimated only.

7.2. The engineer has full authority to provide contractor with plans and additional instructions that are necessary to execute the works correctly and efficiently, Contractor will abide by the plans and instructions that are needed to undertake the works.

7.3. The contractor may be required, before or during the works, to submit technical drawings, samples and any technical information pertaining to the works progress or for other technical purposes.

7.4. It is the right and the responsibility of the company invited to tender to check the accuracy of all quantities and all technical information received, at this Invitation to Tender stage.

- Drawings must be checked by the tenderer for any discrepancies in dimensions.
- Bill of Quantities is estimated only. Tenderer must re-check quantities.
- In case of discrepancies between BOQ and drawings, the dimensions within the drawings take priority. Any changes that are applied must be approved by the employer.
- During the execution of the contract, the tenderer may submit or receive additional technical information.

The company invited to tender is responsible for understanding FIDIC.

- Site conditions, water level, earth load bearing capacity, access to the site and other site investigations must be conducted by company, even if supplied by employer.
- The nature of the works and materials required for the construction.
- Security or any other issues affecting access to the site (including holidays)

RIRP will assist to solve difficulties where possible to speed up the works, but is not obliged to do so.

8. Contract signature and Contract Duration:

8.1. After successful tendering and following the required authorisation within the tender validity period (stated on page one), the selected contractor will sign the contract.

8.2. **Mobilization Period:** the contractor undertakes to commence work within three (3) days from notice to proceed from RIRP and the handing over of the site to contractor.

8.3. Site Engineer: the contractor will ensure that qualified site engineers remain on site at all times during the construction phases.

8.4. Contract Duration: the contract duration is stipulated on the first page of the tender document. Contractor will take into account the security situation, curfews, road closures and religious holidays, any delays beyond the agreed project duration involving these issues; will NOT be accepted by EMPLOYER. For any other justified reasons agreed by RIRP and Engineer, extra days may be added to the contract duration. Additional days must be requested by contractor within 15 days following the event.

8.5. Penalty Clause: the penalty charge will be implemented for non-justified delays following expiry of the contract. The penalty will amount to \$2000/day. Breaking the contract shall not exempt the contractor from paying the penalties.

9. Sub-Contracting:

FIDIC Clauses 3.1 and 4.2: the contractor has no right to contract the whole or part of the works to any third party without prior consent of RIRP. Any such consent shall not relieve the contractor from any liability or obligation under the contract.

10. Total amount of tender:

The tenderer must submit a "Total amount of Contract" for the execution of the works. This total amount of contract may be adjusted at final payment date.


To be completed by the company submitting the tender

<u>TOTAL CONTRACT AMOUNT</u>	<u>ID Iraqi Dinar</u>
-------------------------------------	------------------------------


<u>TOTAL AMOUNT (NUMBER)</u>	<u>TOTAL AMOUNT (WORDS)</u>
ID	

Name of the Tenderer	Signature and stamp of the Tenderer
Address:	City:
	Date:

Annex D. Request for Quotation (RFQ)

		REQUEST FOR QUOTATION	
DISTRIBUTION		RFQ NUMBER	
TITLE		DATE	
SUBJECT		FILE REF.	
TO (VENDOR)		DESTINATION FAX NUMBER	
FROM (RESPONSIBLE BUYER)		RETURN FAX NUMBER	
RETURN E-MAIL		RETURN TELEPHONE	
NUMBER OF PAGES INCLUDING THIS ONE		DATE	
MANNER OF SUBMISSION			
BIDS TO BE SUBMITTED BY DELIVERY TO			
THE FOLLOWING ADDRESS			
CLOSING DEADLINE: DATE		TIME	
IMPORTANT:			
Offers transmitted in any other manner than those indicated above will not be considered. Offers should therefore be submitted in good time to be received by closing time.			
REQUIREMENTS			
RIRP INVITES YOUR COMPANY TO MAKE A FIRM OFFER FOR THE FOLLOWING			
MERCHANDISE		QUANTITY	
SPECIFICATIONS		DELIVERY PLACE	
YOUR OFFER SHOULD CLEARLY INDICATE			
1. EX-WORKS UNIT PRICE		7. CONFIRMED DELIVERY SCHEDULE	
2. TRANSPORT COSTS UP TO DELIVERY PLACE: BY AIR, SEA, LAND (AS APPLICABLE)		8. VALIDITY OF THE OFFER	
3. TOTAL DDU PRICE		9. DEFECT LIABILITY AND GUARANTEE PERIOD	
4. PRICES SHOULD BE NET AFTER DEDUCTION OF DISCOUNTS		10. DETAILED SPECIFICATIONS (IF DIFFERENT FROM STIPULATED SPECS)	
5. TOTAL GROSS/NET WEIGHT		PLACE OF MANUFACTURE AND COUNTRY OF ORIGIN	
6. TOTAL CUBIC DIMENSIONS			

Annex E. Local Purchase Order

				Rebuild Iraq Recruitment Program LOCAL PURCHASE ORDER				
DISTRIBUTION				PO NUMBER				
DATE				REFERENCE				
REQUESTED BY NAME AND TITLE								
SIGNATURE					DATE			
APPROVED BY NAME AND TITLE								
SIGNATURE					DATE			
ITEM ID	ITEM SPECIFICATION	QTY	UNIT	TOTAL IQD		FUNDS AVAILABLE (UNIT PRICE AND TRANSPORT)		
SUB TOTAL				IQD 0.00		PLEASE SEEK ADVICE FOR ESTIMATED PRICE PER UNIT		
ESTIMATED TRANSPORT (if required)								
GRAND TOTAL				IQD 0.00				
JUSTIFICATION (PLEASE STATE THE PURPOSE IN BRIEF)								
THE SUPPLIES AND SERVICES LISTED ON THIS REQUEST ARE PROPERLY CHARGABLE TO THE FOLLOWING ALLOTMENT, THE AVAILABLE BALANCE OF WHICH IS SUFFICIENT TO COVER THE COST THEREOF:								
Finance Manager								
THE CONSIGNMENT RECEIVED BY								
NAME AND TITLE		SIGNATURE		DATE				

Annex F. Protest Letter

Rebuild Iraq Recruitment Program		
District 603, Alley 7, House 22, Al Mansur, Baghdad, Iraq		
Payment Voucher		
PROTEST LETTER		
NOTICE OF CLAIM CONCERNING	DATE	
PURCHASE ORDER REFERENCE		
COUNTRY OF DESTINATION		
COMMODITY		
WAYBILL NO		
CONTAINER NO		
THIS IS TO INFORM YOU THAT UPON TAKING DELIVERY OF THE ABOVE MENTIONED CONSIGNMENT, THE FOLLOWING IRREGULARITIES HAVE BEEN ASCERTAINED		
List of irregularities:		
<p>WE HOLD YOU FULLY RESPONSIBLE AND LIABLE FOR THE FINANCIAL LOSS SUSTAINED AND FOR ALL OTHER EXPENSES AND/OR CONSEQUENCES WHICH MAY ARISE.</p> <p>WE SHALL REVERT TO THIS MATTER INDICATING THE TIME AND PLACE OF SURVEY TO ASSESS THE FULL EXTENT OF THE LOSS AND/OR DAMAGE, TO WHICH YOU ARE INVITED TO ATTEND.</p> <p>IN THE MEANTIME WE WOULD APPRECIATE YOUR ADVISING US HOW YOU PROPOSE TO SETTLE THIS MATTER.</p>		


(CARRIER'S AGENT)

YOURS FAITHFULLY

(SIGNATURE, NAME AND TITLE)

RIRP Protest Letter

Annex G. Service and Maintenance Request

		Rebuild Iraq Recruitment Program	
		SERVICE/MAINTENANCE REQUEST	
Distribution	Copy to Maintenance File Copy to Procurement File	REQUEST NUMBER (Sequential):	
PART I - TO BE FILLED BY THE REQUESTER			
UNHCR Ser #	N/A	TYPE	
MAKE AND MODEL			
REGISTRATION OR SERIAL NUMBER		MILAGE (VEHICLES ONLY)	N/A
DETAILED DESCRIPTION OF WORK TO BE PERFORMED			
LOCATION OF ITEM	RIRP Villa, Mansour	DATE REQUESTED	
NAME, TITLE, PHONE#			
		SIGNATURE	
PART II - TO BE FILLED BY THE RIRP AUTHORISING OFFICER			
NAME AND TITLE		DATE	
REQUEST APPROVED BY RIRP (YES/NO)	Yes		
COSTS TO BE INVOICED (YES/NO):	Yes		
RIRP Approval Stamp	SIGNATURE		
PART III - TO BE FILLED FOLLOWING REPAIR OR IF SUBSEQUENT ACTION IS NEEDED			
PARTS REQUIRED (YES/NO)	No	DATE PARTS RECEIVED	N/A
REPAIRED (YES/NO)	YES	DATE REPAIRED	
INSPECTED BY			SIGNATURE

Annex H. Payment Voucher



Rebuild Iraq Recruitment Program (RIRP) PAYMENT VOUCHER

No: 0001
Date: 18/03/2015

Cash: ☐

Bank: ☐

Chq No: _____

Amount: _____

Currency IQD ☐
USD ☐

PAID TO: _____


AMOUNT: _____

FOR: _____

SEE ATTACHED: Cheque Copy ☐ Statement ☐ Receipt ☐
Approved By Paid By Recipient

Name	Name	Name
Signature	Signature	Signature

Annex I. Request for Proposal

		REQUEST FOR PROPOSAL																	
DISTRIBUTION		RFP NUMBER																	
ADDRESS			DATE																
			FILE CODE																
CONTACT PERSON		FAX NUMBER																	
E-MAIL		TELEPHONE																	
RE: REQUEST FOR PROPOSAL FOR																			
<p>Dear Sirs,</p> <p>You are requested to submit a proposal for [] in respect of the above referenced RFP. Your proposal could form the basis for a contract between your firm/institution and RIRP.</p> <p>To enable you to submit a proposal, please find enclosed:</p> <table border="1"> <tr> <td>a)</td> <td>Annex I: Terms of Reference (TOR) containing a description of the requirements for which those services are being sought.</td> </tr> <tr> <td>b)</td> <td>Annex II: RIRP's Conditions for Service Contracts.</td> </tr> <tr> <td>c)</td> <td>Annex III: Vendor registration form, which you are requested to fill in and return with your proposal.</td> </tr> <tr> <td>d)</td> <td>Annex IV: Form for pricing proposal (if applicable)</td> </tr> </table> <p>This letter is not to be construed in any way as an offer to contract with your firm/institution.</p> <p style="text-align: center;">MANNER OF SUBMISSION</p> <p>Your proposal should be prepared in English.</p> <p>Your proposal shall comprise the following documents:</p> <table border="1"> <tr> <td>a)</td> <td>Technical component, and</td> </tr> <tr> <td>b)</td> <td>Price component.</td> </tr> </table> <table border="1"> <tr> <td>VENDOR</td> <td></td> </tr> <tr> <td>ADDRESS</td> <td></td> </tr> </table>				a)	Annex I: Terms of Reference (TOR) containing a description of the requirements for which those services are being sought.	b)	Annex II: RIRP's Conditions for Service Contracts.	c)	Annex III: Vendor registration form, which you are requested to fill in and return with your proposal.	d)	Annex IV: Form for pricing proposal (if applicable)	a)	Technical component, and	b)	Price component.	VENDOR		ADDRESS	
a)	Annex I: Terms of Reference (TOR) containing a description of the requirements for which those services are being sought.																		
b)	Annex II: RIRP's Conditions for Service Contracts.																		
c)	Annex III: Vendor registration form, which you are requested to fill in and return with your proposal.																		
d)	Annex IV: Form for pricing proposal (if applicable)																		
a)	Technical component, and																		
b)	Price component.																		
VENDOR																			
ADDRESS																			

Annex J. Supplier Evaluation Form

		Supplier Evaluation					
SUPPLIER EVALUATION							
Name of supplier							
Address							
Telephone Number							
Email Address							
PLEASE COMPLETE THIS FORM BY EVALUATING THE VENDOR/SUPPLIER BY USING A SCORE SCALE OF 1 TO 10 AND POOR/AVERAGE/GOOD/EXCELLENT							
Provide the name of the product/s supplied by the vendor							
		QUALITY OF GOODS/SERVICES OFFERED					
POOR		AVERAGE		GOOD		EXCELLENT	
PERFORMANCE							
Technical Ability		Technical Assistance		Capability			
PRICE							
Price - is it competitive?							
Is the supplier registered with the government?							
Did the supplier keep to the terms of the contract?							
Overall satisfaction of the supplier							
Signature of authorised person				Date			

Annex K. Vendor Registration Form

VENDOR REGISTRATION FORM					
Section 1: Company Details and General Information					
Name of Company:					
Address:					
Telephone Number:			Mobile Number:		
Contact Name and Title:					
Email Address:					
Officially registered name of company:					
Nature of Business:					
Year Established:			Number of Full Time Employees:		
List below (maximum of 10) of the Services/Goods offered by your company:					
Description:					
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
Section 2: Experience/Past Performance					
Annual Value of Sales or Services for the past three (3) years					
Year:		Year:		Year:	
USD:		USD:		USD:	
Recent Contracts with UN and/or other International Aid Agencies					
Organisation	Value USD	Year	Services/Goods Supplied		
If available, please provide a copy of your company's latest annual or audited Financial Report. Please note that the latest audited financial report will be requested in case of a contract with RRI.					

Do you have any outstanding bankruptcy, judgement or pending legal action against your company?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
---	-----	--------------------------	----	--------------------------

Section 3: Anti-Personnel Mines					
By signing this Vendor Registration Form (VRF), potential vendor warrants and represents that neither it, it's parent entities (if any), nor any of its subsidiary or affiliated entities (if any) is engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Please confirm by answering YES or NO below.					
<table border="1"> <tr> <td>YES</td> <td><input type="checkbox"/></td> <td>NO</td> <td><input type="checkbox"/></td> <td>Any breach of this clause may lead to the termination of all contracts and removal from the vendor data base</td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	Any breach of this clause may lead to the termination of all contracts and removal from the vendor data base
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	Any breach of this clause may lead to the termination of all contracts and removal from the vendor data base	

Section 4: Child Labour					
By signing this VRF, potential vendor warrants and represents that it is not engaged in any practise inconsistent with the rights set forth in the Convention on the Rights of Child, which requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education or to be harmful to the child's health and physical, mental, spiritual, moral or social development. Do you agree with this?					
<table border="1"> <tr> <td>YES</td> <td><input type="checkbox"/></td> <td>NO</td> <td><input type="checkbox"/></td> <td>Any breach of this clause may lead to the termination of all contracts and removal from the vendor data base</td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	Any breach of this clause may lead to the termination of all contracts and removal from the vendor data base
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	Any breach of this clause may lead to the termination of all contracts and removal from the vendor data base	

Section 5: Officials not to benefit					
By signing this VRF, potential vendor confirms that they have understood and will comply with RRI's policy on the "Zero Tolerance" that strictly prohibits the acceptance of any type of gift and/or hospitality by RRI staff members participating in the procurement process. Please confirm.					
<table border="1"> <tr> <td>YES</td> <td><input type="checkbox"/></td> <td>NO</td> <td><input type="checkbox"/></td> <td>Any breach of this clause may lead to the termination of all contracts and removal from the vendor data base</td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	Any breach of this clause may lead to the termination of all contracts and removal from the vendor data base
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	Any breach of this clause may lead to the termination of all contracts and removal from the vendor data base	

Section 6: Others
Please list any disputes your company has been involved in, with UN or Aid Agencies over the last three (3) years.

Section 7: Banking Details			
Bank Name			
Branch Name			
Branch Address			
Telephone Number		Account Currency	
Account Name		Swift Code (BIC)	
International Bank Account Number (IBAN)			
Routing Bank Details (if applicable)			

Section 8: Certification

I, the undersigned, hereby accept RRI's 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 to RRI as soon as possible.

Self-Declaration: I, the undersigned, declare that:

a) Our company is not involved in any fraudulent or corrupt activities and has not been in the past, and is not currently under any investigation for any such activities which would render our company unsuitable for business dealings with RRI.

b) Our company is not currently removed, invalidated or suspended by any UN agency or other Aid Organisations.

Name:		Title:	
Signature:		Date:	

Annex L. Bid Tabulation - Technical

Rebuild Iraq Recruitment Program (RIRP)				COUNTRY		IRAQ		Companies Invited 20		
PROJECT -				QR NUMBER:				Companies Responded 20		
BUDGET USD				MERCHANDIZE:				Companies Rejected 11		
EXCHANGE RATE:				REQ NO:						
SUMMARY OF TECHNICAL EVALUATION										
	Company name	Registration documents	Financial records available	Staffing Profile	Owned assets equipment summary	Past Performance	List of references submitted	Workplan implementation period	Quality of construction materials offered	Remarks
1										
2										
3										
4										
5										
13										
14										
15										
16										
17										
18										
19										
20										
Technical engineer: Date: Signature: _____										

Annex M. Bid Tabulation RFQ

[illegible]

Annex N. Limits of authority – check and balance controls

Authorised staff (title + name)	Value US\$ (or equivalent)	Purchase commitments	Disbursement approval	Sample signatures
Azhar Bashar, Technical staff.	Up to US\$500	Yes	No	
Rasha Safaa, Office Manager		Yes	No	
Rasha Al Hamdani, Finance Manager		No	Yes	
Anmar Tawfeeq, Accountant		No	Yes	
Yaser Ghazi, Project Manager	Up to US\$5,000	Yes	No	
Martin Johnson, Project Manager		Yes	No	
Rasha Al Hamdani, Finance Manager		No	Yes	
Anmar Tawfeeq, Accountant		No	Yes	
Martin Johnson, Project Manager	Up to US\$20,000	Yes	No	
Yaser Ghazi, Project Manager		Yes	No	
Nadine Flache, Program Manager		No	Yes	
Arndt Fritsche, Head of Mission		Yes	No	
Riadh Kaddou, Snr Project Manager		Yes	No	
Rasha Al Hamdani, Finance Manager		No	Yes	

Anmar Tawfeeq, Accountant		No	Yes	
Arndt Fritsche, Head of Mission	Over US\$20,000	No	Yes	
Nadine Flache, Program Manager.		No	Yes	
Martin Johnson, Project Manager		Yes	No	
Riadh Kaddou, Snr Project Manager		Yes	No	
Yaser Ghazi, Project Manager		Yes	No	
Rasha Hamdani, Finance Manager		No	Yes	
Anmar Tawfeeq, Accountant		No	Yes	