



International Rescue Committee Deutschland gGmbH

Request for Proposal (RFP)

Financial Audit FY23

Planned Timetable	
Issue Request for Proposal	<i>September 23, 2022</i>
Suppliers return signed Intent to Bid forms due date	<i>September 30, 2022</i>
Questions from Suppliers due date	<i>September 30, 2022</i>
Answers to Suppliers questions due date	<i>October 1, 2022</i>
Bid submission due date	<i>October 7, 2022</i>
Bid Opening and Evaluation date	<i>October 7-14, 2022</i>
Award of Business	<i>October 17, 2022</i>
Contract start	<i>November 01, 2022</i>

A. INTRODUCTION

1. *The International Rescue committee*

International Rescue Committee (IRC) Deutschland gGmbH stands by people affected by war and crises to ensure their survival and the reconstruction of their existence. Since its founding in 1933 at the suggestion of Albert Einstein, the organization has been providing life-saving aid, especially for refugees. Today, we support around 23 million people a year in more than 40 countries around the world. We play a leading role in developing new, proven effective approaches to promote the protection and self-determination of vulnerable people. IRC is one of the largest aid organizations internationally with a focus on fragile contexts. Since 2016, we have also been active with two offices in Germany. Here, we engage in strategic dialogue with other actors in humanitarian aid and development cooperation, acquire funding, and influence political processes in favor of those affected by displacement.

Additional background information

- IRC DE
 - Website: <https://de.rescue.org/>
 - Who We Are: <https://de.rescue.org/wer-wir-sind>
 - Annual Reports: <https://de.rescue.org/wer-wir-sind/jahresbericht>
 - Financial Statements 2021: attached
- IRC Inc (Parent)
 - Website: <https://www.rescue.org/>
 - Financial information: <https://www.rescue.org/financial-information>

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

It is the intent of this RFP to secure competitive proposals to select a Supplier to provide statutory audit services to the International Rescue committee Deutschland gGmbH in relation to its FY2023 Financial Statements ending 30 September 2023.

In formulating your proposal, please cover the following areas:

- **Firm details**
 - Summary of the benefits of selecting your firm
 - Organization and structure as relevant to this tender
 - Background and experience in providing relevant services to non-profit clients, in particular international NGOs working in humanitarian and development settings
- **Resourcing**
 - Names of the proposed core team, including location and relevant experience
 - Time commitment of key team members
 - Steps to ensure staff continuity
- **Approach**
 - Understanding of IRC DE's broader organizational context, needs and risks
 - How you will ensure that audit services are aligned with our specific circumstances and needs
 - Processes for liaising with us and on reporting audit findings

- **Quality assurance**
 - o Internal processes used for quality assurance
 - o Firm’s approach to resolving accounting and financial reporting issues
- **Independence and governance**
 - o Internal practices to ensure compliance with independence requirements and freedom from conflicts of interest
- **Fees**
 - o Competitive fee quote to complete the audit for the year ending 30 September 2023

3. Cost of Bidding

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

B. THE BIDDING DOCUMENTS:

4. The Bidding Documents

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

The Bidding documents shall include the following documents:

- *The Request for Proposal – RFP (this document plus the attached forms Annex A: Intent to bid, Annex B: Confirmation of correctness of information, Annex C: Vendor information, Annex D: Response, Annex E: IRC Code of conduct and conflict of interest form);*
- *The categories of goods and services*
- *Specifications of each service*
- *Company information*
- *Relevant Past Project*

5. Clarification of Bidding Documents

A prospective Bidder requiring clarification of the Bidding Documents may notify the Purchaser in writing at germany.tender@rescue.org. The request for clarification must reach the purchaser not later than September 30, 2022. The Purchaser shall respond by e-mail providing clarification on the bid documents no later than October 1, 2022. Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) shall be communicated to all prospective Bidders which express an intention to submit bids.

C. PREPARATION OF BIDS:

6. **Language of Bid**

The Bid and all related correspondence and documents exchanged between the Bidders and the Purchaser shall be written in English or German.

7. **Documents Comprising the Bid**

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

- *A cover letter explaining the Bidder's interest in supplying the good or service to the IRC*
- *Profile of the company*
- *A Bid detailing the goods or services and their unit prices*
- *Project plan*
- *A Certificate of Business Registration or Trading License in Germany*
- *Taxpayer's documents in Germany*
- *Three (3) References from current or past clients (at least in the last one year)*
- *All Annexes signed and stamped: Annex A: Intent to bid, Annex B: Confirmation of correctness of information, Annex C: Vendor information, Annex D: Response, Annex E: IRC Code of conduct and conflict of interest form*

8. **Bid Prices.**

The Bidder shall clearly indicate the price of the services it proposes to supply, clearly indicating all relevant unit prices quoted in the RFP response, which shall be agreed to be in effect for a minimum of twelve (12) months beginning on the date when the contract is executed.

9. **Bid Currencies**

All financial rates and amounts used in documents, correspondence, or operations pertaining to this tender shall be expressed in Euro.

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

Pursuant to Clause 8, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services, which the Bidder proposes to supply under the Contract.

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

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

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

11. Period of Validity of Bids

Bids shall remain valid for 60 working days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

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

12. Format and Signing

The original bid shall be signed by the Bidder or by a person or persons authorized to bind the Bidder to the contract.

Please note: A single bidder may not bid on the same tender via more than one company under his or her ownership. In addition, bidders having close relationships with other bidders (members of the same family, subsidiary, or daughter companies, etc.) may not bid on the same tender. This type of action, or any other action judged by the Purchaser to constitute collusive behavior, will lead to the bidder(s) being automatically eliminated from this tender and disqualified from participating in future IRC tenders.

D. SUBMISSION OF BIDS

13. Submission and Marking of Bids:

All bids shall be submitted via e-mail to germany.tender@rescue.org. Bids submitted after the deadline will not be accepted. The PURCHASER may, at its discretion, extend the deadline for the submission of bids, in which case all rights and obligations of the PURCHASER and Bidders, as documented in the RFP, will be applicable to the new deadline.

Format

The Bidder's proposal shall include a technical proposal and a financial proposal.

14. Modification and Withdrawal of Bids

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

The Bidder's modification or withdrawal notice shall be sent by e-mail to Germany.tender@rescue.org. No Bid may be modified after the deadline for submission of bids.

E. BID OPENING AND EVALUATION

15. Preliminary Examination

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

16. Evaluation and Comparison of Bids

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

EVALUATION CRITERIA	Description	Weight (%)
Financial proposal (price and payment-terms)	Competitive fee quote, taking into consideration the scope of IRC DE's operations and its role in the global IRC network.	40%
Firm details and approach	<p>Demonstration of relevant experience and technical knowledge of the services required. Particular weight will be given to previous and current experience working with the IRC or other INGOSs of a similar size and complexity.</p> <p>Demonstration of a clear understanding of IRC DE's broader context and needs; with proposed services aligned to specific circumstances.</p> <p>Provision of a clear transition plan (as relevant); and clear and frequent lines of communication at relevant levels throughout the assignment.</p>	20%
Resourcing	Individuals and team assigned have the relevant skills and experience, including their position and qualifications; and their level of involvement in each stage of the process is clearly laid out.	20%
Quality assurance, independence and governance	<p>Clear process for ensuring quality assurance on assignments, with appropriate checks and reviews during audit.</p> <p>Demonstration of how the firm has resolved accounting or financial reporting issues arising during similar assignments.</p>	20%
		100%

17. Contacting the Purchaser

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

18. Notification of Award

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

F. CONTRACTING

19. Contract award and notification

The Purchaser shall award the Contract to the notified successful Bidder(s) whose bid has been determined to be substantially responsive and has been determined to be the best evaluated bid considering price and performance factors, provided further that the Bidder is determined to be qualified to enter into a Master Purchase Agreement and perform its obligations satisfactorily. The length will be 3 years with a possibility to extend for another year if both parties agree.

20. Warranty

The Supplier shall warrant that the services meet the Purchaser's specifications.

21. Inspection

The Purchaser shall have the right to evaluate the services to confirm their conformity to the specification. The inspection will be conducted by assigned staff of the Purchaser.

22. Service or consultant agreements

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

23. Disclaimer

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

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

G. ETHICAL OPERATING STANDARDS

1. Compliance to the IRC Way

The IRC Way: Standards for Professional Conduct ("The IRC Way"), the IRC's code of conduct, which can be found at: <https://www.rescue.org/page/our-code-conduct> and IRC's combating Trafficking in Persons Policy, which can be found at: <https://rescue.app.box.com/s/h6dv915b72o1mapxg3vczbqxjtboye!>. The IRC Way provides three (3) core values - Integrity, Service, and Accountability – and twenty-two (22) specific undertakings.

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

IRC requests that a supplier

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

2. Bidder Non-Collusion Statement

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

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

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



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

IRC Reference #: MSA/1DE_21/ Data Protection Services.

Company Name _____

(Please indicate #1 or #2 below)

1. It is the intent of this company to submit a response to the (Data Protection Services) Request for Proposal.

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

Name _____

Phone _____

Email _____

Signature (If faxed) _____

Title of Person signing _____

Date _____

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

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

Name _____

Title of Person signing _____

Date _____

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

Name IRC Deutschland gGmbH

Email: **Germany.tender@rescue.org**

Annex B: Form to confirm correctness of information

Date: _____

Information on the bidder:

Name of the company: _____

Address: _____

Focal point (name): _____

Telefon: _____

Name of the business owner: _____

Time (in years) the company has been operating: _____

Acknowledgement: To the best of our knowledge and belief, all information provided by us in response to this RFP is accurate and true.

We also understand that the Vendor reserves the right to accept or reject any RFP, to select the winner in accordance with its policies and regulations, and not necessarily to select the lowest bid. The Provider also reserves the right to reject any or all bids, without cause if necessary.

All costs associated with participation in this RFP are the responsibility of the bidder and the offeror is not responsible for these costs.

Last name, First name: _____

Signature, Stamp: _____

Annex C: Vendor information form



Vendor information

*Company\Organization Name	
*Any other names company is operating under (Acronyms, Abbreviations, Aliases) if any	
*Previous names of the company	
*Address	
*Website	
*Phone/Fax Numbers	Phone: _____ Fax: _____
*Primary Contact	First Name: _____ Last Name: _____ Phone Number: _____ Email Address: _____
*Number of Staff	
*Name(s) of Company Owner(s) or Board of Directors or CEO	
*Parent companies, if any	
*Subsidiary or affiliate companies, if any	

Financial Information

*Bank Name and Address	
*Name under which company is registered at bank	<u>This field is mandatory if Wire Transfer is the selected payment method</u>
*Specify Standard Payment Terms (Net, 15, 30 days etc.)	

*Payment Method (select all that applies)	Payment By: <u>Check</u> Yes No <u>Wire Transfer</u> Yes No <u>Cash</u> Yes No
*Bank account number	<u>This field is to be completed upon notification of awarding of order/contract</u>
Routing Number	<u>This field is to be completed upon notification of awarding of order/contract</u>
Swift code (if applicable)	<u>This field is to be completed upon notification of awarding of order/contract</u>

Documentations as applicable:

*Registration	Provided _____ Not provided: _____ Reasons: _____
*Tax ID (W9, Tax exempt certificate, etc.)	Provided _____

References (optional)

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

Annex D: Response Format

- All attachments to this RFP, duly signed and stamped.
- Profile of the company
- A certificate of business registration or trade license
- The tax ID
- Cover letter outlining interest
- Detailed presentation of references on the performance of similar tasks in the last three years (the day on which the bid deadline ends is decisive for the calculation).

The relevant representations must include a sufficiently detailed description of the content of the assignment and the scope of the assignment in terms of man-days. In addition, the address and telephone number of the contact person at the respective client of the orders mentioned as reference as well as the role he/she has assumed in the respective order must be stated.

Appendix E: Supplier conflict of interest and code of conduct certification

Vendor Self-Certification of Eligibility

Company certifies that:

1. They are not debarred, suspended, or otherwise precluded from participating in major donor (e.g. European Union, European and United States Government, United Nations) competitive bid opportunities.
2. They are not bankrupt or being wound up, are having their affairs administered by the courts, have entered arrangements with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
3. They have not been convicted of an offense concerning their professional conduct.
4. They have not been guilty of grave professional misconduct proven by any means that the contracting authority can justify or been declared to be in serious breach of contract for failure to comply with their contractual obligations towards any contracts awarded in the normal course of business.
5. They have fulfilled obligations related to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country where the contract is to be performed.
6. They have not been the subject of a judgment for fraud, corruption, involvement in a criminal organization or any other illegal activity.
7. They maintain high ethical and social operating standards, including:
 - Working conditions and social rights: Avoidance of Child Labor, bondage, or forced labor; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and the IRC's beneficiaries.
 - Environmental aspects: Provision of goods and services with the least negative impact on the environment.
 - Humanitarian neutrality: Endeavoring to ensure that activities do not render civilians more vulnerable to attack or bring unintended advantage to any military actors or other combatants.
 - Transport and cargo: Not engaged in the illegal manufacture, supply, or transportation of weapons; not engaged in smuggling of drugs or people.
8. Company warrants that, to the best of its knowledge, no IRC employee, officer, consultant or other party related to IRC has a financial interest in the Company's business activities, nor is any IRC employee related to principals or owners of the company. Discovery of an undisclosed Conflict of Interest situation will result in immediate revocation of the Company's Authorized Vendor status and disqualification of Company from participation in future IRC procurement.

9. Vendor hereby confirms that the organization is not conducting business under other names or alias's that have not been declared to IRC.
10. Vendor hereby confirms it does not engage in theft, corrupt practices, collusion, nepotism, bribery, or trade in illicit substances.

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

IRC Conflict of Interest and Vendor Code of Conduct

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

<https://rescue.app.box.com/s/h6dv915b72o1mapxg3vczbqxjtboyel>.

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

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

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

- IRC recognizes its obligation of care for all IRC staff and assumes their loyalty and cooperation.

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

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

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

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

Conflict of Interest and Legal Compliance

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

embargoes and other trade sanctions and laws governing unlawful boycotts and payments to foreign government officials.

Vendor hereby agrees to maintain high ethical and social standards:

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

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

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

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

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

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