



# International Rescue Committee Thailand

## Request for Proposal (RFP)

### IT Server and Licenses for IRC at **Bangkok**

Bid Reference No. **BKK-24-07**

Planned Timetable	
Issue Request for Proposal	15-Mar-2024
Suppliers return signed Intent to Bid forms due date	20-Mar-2024
Questions from Suppliers due date	21-Mar-2024
Answers to Suppliers questions due date	22-Mar-2024
Bid submission due date	29-Mar-2024
Bid Opening and Evaluation date	01-Apr-2024
Suppliers visit if applicable	02-Apr-2024
Award of Business	11-Apr-2024
Procurement starts	11-Apr-2024

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## A. INTRODUCTION

### 1. *The International Rescue committee*

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

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

It is the intent of this RFP to secure competitive proposals to select Supplier(s) for the International Rescue committee, Thailand to supply **Cisco server and cisco licenses (or equivalent)** at the IRC Bangkok office, located at Mahatun Plaza Bldg, 2nd Floor, Ploenchit, Lumpini, Bangkok. All qualified and interested Suppliers are invited to submit their proposals.

The winning Bidder(s) will enter into a purchase agreement and/or a service agreement. Bidders shall be domiciled in and shall comply with all Government Regulations to operate in Thailand. Bidders shall be regular tax-payers, and shall furnish a copy of their operating license/certificate of registration valid for the fiscal year 2024. Bidders shall not be under a declaration of ineligibility for corrupt or fraudulent practices.

### 3. *Cost of Bidding*

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

## B. THE BIDDING DOCUMENTS:

### 4. *The Bidding Documents*

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

*The Bidding documents shall include the following documents:*

- *The Request for Proposal – RFP (this document)*
- *Intent to Bid Form*
- *Vendor Information Form (IRC form)*
- *IRC Conflict of Interest and vendor Code of Conduct Form (IRC form)*

### 5. *Clarification of Bidding Documents*

A prospective Bidder requiring clarification of the Bidding Documents may notify the Purchaser in writing at [Bkk.Procurement@rescue.org](mailto:Bkk.Procurement@rescue.org) no later than 25<sup>th</sup> March 2024. The Purchaser shall respond by e-mail providing clarification on the bid documents no later than 27<sup>th</sup> March 2024. 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. Any printed literature furnished by the Bidder and written in another language shall be accompanied by an English translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the English version shall prevail.

### 7. *Documents Comprising the Bid*

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

- *A cover letter explaining the Bidder's interest in supplying the good or service to the IRC*
- *Profile of the company*
- *Explanations of delivery lead-times, warranties, transport, storage, and handling requirements, and other important information*
- *A Certificate of Business Registration or Trading License in Thailand*
- *Taxpayers documents in Thailand*
- *Three (3) References from current or past clients (at least in the last one year)*
- *Other important documents which Bidder attaches to support its bid.*

### 8. *Bid Prices.*

The Bidder shall clearly indicate the unit price of the goods and services it proposes to supply.

### 9. *Bid Currencies*

All financial rates and amounts entered in the Bid Form and Price Schedule and used in documents, correspondence, or operations pertaining to this tender shall be expressed in Baht

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

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

**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. Financial proposal pages of the bid shall be initialed by the person or persons signing the bid and stamped with the Bidder's company seal.

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

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

**D. SUBMISSION OF BIDS**

**13. Submission and Marking of Bids:**

Bidder shall submit electronic bids addressed to the **BKK.TenderBox@rescue.org** by 29<sup>th</sup> March 2024 at 23:59 **PM, Thailand time**. All bids shall be placed in the box provided for the purpose. Bids submitted after the deadline will not be accepted. The PURCHASER may, at its discretion, extend the deadline for the submission of bids, in which case all rights and obligations of the PURCHASER and Bidders, as documented in the RFP, will be applicable to the new deadline.

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

**Format**

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

Commented [JA1]: Is this 29<sup>th</sup> March or 1<sup>st</sup> April?

**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 prepared, sealed, marked, and dispatched. 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.

<b>EVALUATION CRITERIA</b>	<b>Description</b>	<b>Weight (%)</b>
Financial proposal	Refers to the offer price, including taxes, duties, delivery charges, and payment terms	40%
Availability and standard of goods (meet IRC's requirement)	Availability and standard of goods (meet IRC's requirement)	35%
Availability of Service	After sale service MA ((Warranty)	15%
Payment Terms	Payment terms (Credit period and terms)	10%
		<b>100%</b>

**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.

**20. Warranty**

The Supplier shall warrant that the goods to be supplied are new, unused, of the most recent or current models (products), and meet the Purchaser's specifications.

The warranty shall remain valid for a period of time as may be specified by the supplier in the Bid and this warranty period shall be considered as one of the bid advantages, and shall in no case be less than that which is provided for by Thai Law if any.

**21. Inspection**

The Purchaser shall have the right to inspect the goods to confirm their conformity to the specification. The inspection will be conducted by assigned staff of the Purchaser or a reputed relevant consultant selected by the Purchaser.

In the future business relation, should any inspected goods fail to conform to the specification, the Purchaser may reject them and the Bidder shall replace the rejected goods without extension of time except at the Purchaser's sole discretion.

**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/h6dv915b72o1mapxg3vczbqxjtboyeI>. 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](http://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.