

**International Rescue Committee**

**Lodwar, Kenya**

**Request for Proposal (RFP)**

**IRC/LOD/KE/01/2017**

**PROPOSED RENOVATION OF THEATRE FACILITY AT LORUGUM SUB-COUNTY HOSPITAL IN LOIMA, TURKANA**

|  |  |
| --- | --- |
| **Planned Timetable** | |
| **Issue RFP** | *21`St November,2017* |
| **Questions from supplier due date** | *24th November 2017* |
| **Deadline for reply to Bidders’ Questions** | *27th November 2017* |
| **Deadline for submission of Bids** | *4th December 2017* |
| **Evaluation of Proposals** | *5th -7th December 2017* |
| **Supplier visit** | *8th December 2017* |
| **Award of Contracts** | *13th December 2017* |
| **Contract start date** | *14th December 2017* |
| **Contract start date** | *15th December,2017* |

**Table of Content**

1. **INTRODUCTION: Pages**
2. **The International Rescue Committee ……………………………… 1**
3. **Bidder Purpose ………………………………………………………… 1**
4. **Cost of Bidding…………………………………………………………. 1**

##### BIDDING DOCUMENTS:

**4. The Bidding Documents………………………………………… 1**

**5. Clarification of Bidding Documents…………………………… 2**

1. **PREPARATION OF BIDS:**
2. **Language of Bid…………………………………………………… 2**
3. **Documents Comprising the Bid………………………………… 2**
4. **Bid Prices…………………………………………………………… 2**
5. **Bid Currencies……………………………………………………… 3**
6. **Document Establishing Good’s Eligibility and**

**Conformity to Bidding Documents……………………………. 3**

1. **Bid Security………………………………………………………… 3**
2. **Period of Validity of Bids………………………………………… 3**
3. **Format and Signing……………………………………………….. 4**
4. **SUBMISSION OF BIDS:**
5. **Submission and Marking of Bids……………………………… 4**
6. **Samples…………………………….……………………………… 5**
7. **Modification and Withdrawal of Bids…………………………. 5**

##### Bid OPENING AND EVELUATION

1. **Preliminary Examination………………………………………… 5**
2. **Evaluation and comparison of Bids…………………………… 5**
3. **Contacting the Purchaser…..……………………………………. 6**
4. **Notification of Award……………………………………………… 6**

##### CONTRACTING

1. **Contract Award Notification……………………………………… 6**
2. **Warranty………………….………………………………………….. 6**
3. **Inspection……………………………………………………………. 7**
4. **Price Schedule .………………………….…………………………. 7**
5. **Service or consultant agreements ……………………………… 7**
6. **Disclaimer …………………………………………………………… 7**
7. **Ethical Operating Standards……………………………………… 7**

##### INTRODUCTION

1. ***Background***

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. The IRC was established in 1933 and began programming in Kenya in 1993. The IRC initially established programming in Kenya to serve the refugees in the Kakuma Refugee Camp. The IRC now runs two programs in Greater Turkana, one for refugees in Kakuma and another for the Turkana community operated from Lodwar. The IRC also runs programs in Nairobi and the Dadaab Refugee camp.

The Turkana program operates within the following regions;

* **Turkana West Sub County– bordering South Sudan & Uganda** (Lokipoto, Letea, Loreng, Oropoi, Nakururum and Nanam dispensaries)
* **Loima Sub County- bordering Uganda** (Lorengipi, Lokiriama and Urum dispensaries).
* **Kibish Sub County- bordering Ethiopia and South Sudan** (Loruth, Napak, Koyasa, Lokamarinyang, Kibish, Meyan and Todonyang dispensaries. Kaikor and Kokuro health centers).

The purpose for the intervention to renovate the theatre facility at Lorugum sub-county Hospital in Loima Turkana is to help increase the scope of Maternal and neonatal health service in Loima to contribute to reducing Turkana’s maternal mortality rate and neonatal mortality rate.

1. ***Purpose of this Request for Proposal (RFP)***

The intention of this RFP is to obtain competitive proposals that will result in the selection of a contractor or vendor to undertake the renovation of a theatre facility at Lorugum sub-county hospital in Loima Turkana. It is envisaged that the construction works will be complete by 20th February, 2018.

This RFP is restricted to all eligible Contractors that are technically competent and experienced in the construction field. Contractors must be able to demonstrate their experience in construction and more so in renovation of existing structures.

The winning bidder(s) will enter into a fixed price Agreement. Bidders must have complied with all Government legal Regulations to operate in Kenya to offer such services as specified in the tender. The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices.

1. ***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.

##### THE BIDDING DOCUMENTS:

1. ***The Bidding Documents***

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

|  |
| --- |
| The Bidding documents comprise of the following documents:   * *The Request for Proposal – RFP (applied to this document)* * *Scope of Work attached.* ***Annex 1*** * *Intent to Bid –* ***Annex 2*** * *Supplier Information form –* ***Annex 3*** * *IRC Code of Conduct and Supplier Conflict of Interest form –* ***Annex 4*** * *Bills of Quantities -* ***Separate attachment*** * *Drawing of the proposed renovations of the theatre-* ***Bidders must pick this from the IRC Office at Galana Plaza, Galana Road, Kilimani.*** * *Schedule of forms-* ***Bidders must pick this from the IRC Office at Galana Plaza, Galana Road, Kilimani.*** |

1. ***Clarification of Bidding Documents***

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing to [Procurement.Nairobi@rescue.org](mailto:Procurement.Nairobi@rescue.org)

The request for clarification must reach the purchaser not later than *27th November, 2017*. The Purchaser will respond by e-mail providing clarification on the bid documents by the *1st December, 2017*. Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be communicated to all prospective Bidders, who had received the bidding documents.

##### PREPARATION OF BIDS:

1. ***Language of Bid***

The bid and all relative correspondence and documents exchanged between the bidders and the Purchaser shall be written in **English language** only**.** Any printed literature furnished by the bidder and written in another language must be accompanied by an English translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the English translation shall prevail. Any translations must be performed by a licensed translator as recognized and notarized by the Courts and Government of Kenya.

1. ***Documents Comprising the Bid***

The submitted bid must include the following information. Failure to supply all requested information or comply with the specified formats may disqualify the bidder from consideration.

|  |
| --- |
| * *Certificate of Business registration* * *Valid National Construction Authority Registration Certificate and Licenses* * *Profile of the company (maximum 5 pages)* * *Tax payers documents in Kenya (PIN and Tax Compliance certificates)* * *Copy of current relevant trade licenses from relevant Local Authority* * *Must be registered with the Construction Authority of Kenya for the current Year and a valid copy of the current license shall be submitted* * *Audited Financial Statements for 2014, 2015 and 2016* * *Cover letter expressing interest to be a contracted vendor or supplier* * *Certificate of Bidder’s visit to the work site* * *Schedule of Key Personnel to be deployed* * *Schedule of Equipment to be deployed* * *Schedule of Works satisfactorily carried out by the Bidder, supported by Three (3) References from current or past clients (at least one must be in the last one year)* * *Schedule of Intended Work Program* |

1. ***Bid Prices & Price Changes***

For the purpose of selecting a supplier/vendor and executing the Agreement, the Bidder shall clearly indicate the unit price of the services they want to supply.

Bidders should take note that there is one BOQs that should be filled and submitted as part of their financial proposal.

1. ***Bid Currencies***

All rates and amounts entered in the Bid Form and Price Schedule and used in any documents, correspondence or operations pertaining to this tender shall be expressed in Kenya Shillings (Ksh).

1. ***Documents Establishing Good’s 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 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 services’ essential technical and performance characteristics.
* A **clause-by-clause** commentary on the Purchaser’s Technical Specifications demonstrating the goods’ and services’ substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be restrictive. However, the Bidder may substitute alternative 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.

1. ***Bid Security***

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

1. ***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.

1. ***Bid Format and Signing***

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

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

The bidder shall include a cover letter in their proposal. The content of the cover letter shall include the following information:

* A table containing bid offer: item description, unit price
* A detailed specification of the offered goods and services
* Warranty (if necessary and appropriate);
* Delivery time;
* Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 60 working days).

##### SUBMISSION OF BIDS

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

Bidder shall submit sealed bids addressed to the

**The Tender committee**

**International Rescue Committee,**

**Galana Plaza**

**P.O. Box 62727, 00200 Nairobi**

Bid documents shall be placed in the IRC Tender Box at the reception desk of IRC’s offices in sealed envelopes **no later than 04:00pm on Monday, 4th December, 2017**. Bids submitted after the deadline will not be accepted.

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

***Format***

The vendor’s bid shall comprise of

1. technical proposal
2. financial proposal

The two proposals shall be in put in separate sealed envelopes and the two separate envelopes shall then be put in one large plain, sealed envelope which will be submitted to IRC address indicated above. Bidders shall ensure they mark the big envelope with the respective tender reference number and description.

In preparing the Technical Proposal, bidders are expected to thoroughly examine the contents of this RFP. Any material deficiencies in providing the information requested may result in rejection of the bid.

While preparing the Technical Proposal, bidders must give particular attention to the following:

* Each firm is expected to present its own bid without associating with other firms. Joint bids will automatically be disqualified.
* Bidders shall use the schedule templates provided by IRC to provide information on key personnel and equipment to be deployed, previous works done and their proposed implementation schedule. These templates are available in the folder named **“Schedule of Forms”**.
* All key professional staff proposed for this assignment must be permanent employees of the bidding firm. Proposed professional staff must, as a minimum, have the relevant experience in sewer and waste water system construction.
* The Technical Proposal shall adequately provide the information requested in the RFP document.
* The Technical Proposal SHALL NOT include any financial information.

The Financial Proposal shall provide detailed and itemized costing for all activities to be performed by the service provider(s) in the provision of the services being considered.

While preparing the Financial Proposal, bidders must take note of the following:

* Prices indicated on the financial bid shall be the cost of the services/goods quoted
* Prices must be quoted in Kenya Shillings. VAT and other taxes payable should be shown separately.
* Prices quoted by the tenderer shall remain fixed during the Term of the agreement unless otherwise agreed by the parties. A financial bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected.

**Important Note:**

1. **Bidders must visit the Lorugum sub-county Hospital in Loima prior to preparing the bid in order to familiarize themselves with the structure that IRC intends to renovate .It should be noted that it is impossible to prepare both the technical and financial proposals for this project without first visiting the project site.**
2. ***Samples***

Samples are required to be submitted wherever IRC is requesting proposals for goods such as food, NFI kits, or supplies. In cases where receiving samples isn’t viable, such as equipment, technical specifications must be met in the proposal. For the purposes of this RFP, the requirement for samples is not applicable.

1. ***Modification and Withdrawal of Bids***

The Bidder may modify or withdraw its bid after the bid’s 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.

##### BID OPENING AND EVALUATION

1. ***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.

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1. ***Evaluation and Comparison of Bids***

Bids determined to be substantially responsive as per section 7 above will be considered for the evaluation process with the below scoring criteria.

|  |  |  |
| --- | --- | --- |
| **EVALUATION CRITERIA** | | |
|  | **Description** | **Weight (%)** |
| **Eligibility** | Refers to the extent to which the bid or proposal meets the eligibility requirements set out in the RFP. | 10% |
| **Service Delivery** | Consideration will be given to the suitability of the proposed delivery/implementation schedule. The bidder should provide a detailed implementation plan showing how the bidder is going to execute the project and how it shall be managed. This shall include the project milestones and corresponding timelines, proposal on how defects shall be attended to etc. **(Schedule of Intended Work Program)** | 20% |
| **Past experience** | Refers to Bidders’ track record. Bidders must demonstrate technical knowledge and relevant experience in constructions and renovation of existing structures. Experience working with IRC, other INGOs and/or other organizations will be an added advantage. Bidders are expected to provide references from their past or present clients. **(Schedule of Works Satisfactorily Carried Out)** | 10% |
| **Organizational Capacity** | Refers to the bidder’s staff and technical capacity to perform the service under consideration.  Staff capacity: Bidder must provide, in the prescribed format, a list of key personnel who will be assigned to execute the project, together with their qualifications and experience. **(Schedule of Key Personnel)**  Technical capacity: Bidders must provide, in the prescribed format, a list of equipment that they will deploy in the performance of the contract if awarded to them.  **(Schedule of Equipment)** | 20% |
| **Financial proposal** | Consideration will be given to both the offer as per price schedules and bidder’s financial strength as per the declared audited financial statements. | 40% |
|  | **Total weight** | **100%** |

1. ***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 selected authorized supplier or vendor is announced.

1. ***Notification of Award.***

Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing or where necessary by phone that his/her bid has been accepted and, selected for an agreement for the specific services requested for under this RFP. At this stage IRC may also choose to negotiate with the selected bidder to finalize the offer.

##### CONTRACTING

1. ***Contract award and notification***

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

1. ***Warranty***

The Supplier warrants that the goods to be supplied are new, unused, of the most recent or current models (products), and meet 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 Kenya Law if any

1. ***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.

1. **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.

1. **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.

1. **Ethical Operating Standards**

The IRC Way: Standards for Professional Conduct (“The IRC Way”), the IRC’s code of conduct, and IRC’s combating Trafficking in Persons Policy. 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) report 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.

Refer to Annex 4 for detailed description of the IRC Way.

**Annex 1**

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**SCOPE OF WORK (Service Requirements)**

**Renovation of theatre facility at Lorugum Sub-county Hospital in Loima Turkana**

**Purpose:**

The purpose for the renovation of theatre facility at Lorugum sub-county Hospital in Loima Turkana is to help increase the scope of Maternal and newnatal health service in Loima to contribute to reducing Turkana’s maternal mortality rate and newnatal mortality rate as guided by the BOQs, technical specifications, written instructions and related drawings.

A detailed outline of the technical specifications for this project is provided separately in the document titled “**Proposed Renovations of theatre facility at lorugum sub-county hospital in Loima”.** Bidders are required to read this document and understand the provisions therein.

**Commencement of contract**

It is expected that after the evaluation and negotiations with the selected service provider and issuance of notification of award, IRC will sign a contract for the renovation of theatre facility for Lorugum sub-county Hospital in Loima Turkana with the winning bidder on or around the 14th December, 2017. The contract shall end by20th February, 2018.

**Annex 2**



**International Rescue Committee, Inc.**

**Intent to Bid**

**IRC Reference #: IRC/LOD/KE/01/2017**

*(This Intent To Bid must be submitted to IRC through email at* [*Procurement.Nairobi@rescue.org*](mailto:Procurement.Nairobi@rescue.org) *and copy* [*Michael.Onyango@rescue.org*](mailto:Michael.Onyango@rescue.org) *and* [*Arthur.Kawino@rescue.org*](mailto:Arthur.Kawino@rescue.org) *by* ***).***

Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Please indicate #1 or #2 below)*

**1.** It is the intent of this company to submit a response to the **Proposed Renovations of theatre facility at lorugum sub-county hospital in Loima** Request for Proposal.

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (If faxed) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Person signing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Name (Signature if faxed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Person signing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name (YOU) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex 3**

**INTERNATIONAL RESCUE COMMITTEE**

**Supplier Information Form**



***The information provided will be used to evaluate the Company before contracting with the IRC. Please complete all fields.***

**Supplier Information**

|  |  |
| --- | --- |
| Company Name |  |
| Any other names company is operating under (Acronyms, Abbreviations, Aliases) |  |
| Previous names of the company |  |
| Address |  |
| Website |  |
| Phone/Fax Numbers | Phone: Fax: |
| Primary Contact | Name: Phone Number:  Email Address: |
| # of Staff |  |
| # of Locations |  |
| Avg. $ Value of Stock on Hand |  |
| Name(s) of Company Owner(s) or Board of Directors |  |
| Parent companies, if any |  |
| Subsidiary or affiliate companies, if any |  |

**Financial Information**

|  |  |
| --- | --- |
| Bank Name and Address |  |
| Name under which company is registered at bank |  |
| Payment Terms | Payment By: Check Yes | No Wire Transfer Yes | No |
| Specify Standard Payment Terms (Net15, 30, etc.) |  |

**Product/Service Information**

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

**References**

|  |  |
| --- | --- |
| Client Name: | Contact Name, Phone, Email Address: |
| Client Name: | Contact Name, Phone, Email Address: |
| Client Name: | Contact Name, Phone, Email Address: |

**Supplier Self-Certification of Eligibility**

Company certifies that:

**1.** They are not debarred, suspended, or otherwise precluded from participating in major donor (e.g. European Union, European and United States Government, United Nations) competitive bid opportunities.

**2.** They are not bankrupt or being wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

**3.** They have not been convicted of an offense concerning their professional conduct*.*

**4.** They have not been guilty of grave professional misconduct proven by any means that the contracting authority can justify, or been declared to be in serious breach of contract for failure to comply with their contractual obligations towards any contracts awarded in the normal course of business.

**5.** They have fulfilled obligations related to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country where the contract is to be performed.

**6.** They have not been the subject of a judgment for fraud, corruption, involvement in a criminal organization or any other illegal activity.

**7.** They maintain high ethical and social operating standards, including:

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

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

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

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

By signing the Supplier 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.

Company Name:

Name of Representative:

Title:

Signature:

Date:

**FOR IRC USE**

**Following documents have been supplied:**

|  |  |
| --- | --- |
| Business registration or license |  |
| Articles of incorporation or similar document |  |
| Business and other NGO references |  |
| Bank statements and references |  |
| Passport / ID cards of business owners/board of directors |  |
| Financial statement (if available) |  |

**I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ an employee of IRC having completed and reviewed this form confirm the accuracy of information provided:**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*\*Supplier to be re-authorized one year from this date.*

**Annex 4**

**IRC Conflict of Interest and Supplier Code of Conduct**

Supplier hereby agrees that Supplier and Supplier’s employees and subcontractors, if any, shall abide by and follow all established written policies of IRC related to work conduct, including, but not limited to, The IRC Way: Standards for Professional Conduct (“The IRC Way”), the IRC’s code of conduct, and IRC’s Combating Trafficking in Persons Policy. The IRC Way provides three (3) core values - Integrity, Service, and Accountability – and twenty-two (22) specific undertakings. Supplier acknowledges that all IRC employees and independent contractors are expected to apply these core values and follow these undertakings in carrying out work on behalf of IRC. It is a point of pride for IRC to apply these behavioral standards in IRC’s everyday operations.

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

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

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

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

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

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

**Conflict of Interest**

* Supplier hereby warrants that, to the best of its knowledge, no IRC employee, officer, consultant or other party related to IRC has a financial interest in the Supplier’s business activities.
* Supplier herby warrants that, to the best of its knowledge, no IRC employee, officer, consultant or other party related to IRC has a family relationship with the supplier’s owners.
* Discovery of an undisclosed conflict of interest will result in immediate termination of any Agreement and disqualification of Supplier from participation in current and future IRC activities.
* Supplier hereby confirms that the organization is not conducting business under other names or alias’s that have not been declared to IRC.
* Supplier herby confirms it does not engage in theft, corrupt practices, collusion, nepotism, bribery, or trade in illicit substances.

**Supplier herby 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.

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, [www.ethicspoint.com](http://www.ethicspoint.com) or call Ethicspoint toll-free (866) 654-6461 in the U.S./call collect (503) 352-8177 outside the U.S. There will be no retaliation against any person who raises concerns that are based on good faith belief of improper conduct. An intentionally false report or a failure to report conduct that is known to violate these standards may result in disciplinary action.

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

|  |
| --- |
| Supplier Name: |
| Signature: |
| Title: |
| Print Name: |
| Date: |

**Annex 5**

**CERTIFICATE OF BIDDER’S VISIT TO THE PROPOSED WORK SITES**

**SCHEDULE FORM**

| **No.** |  |  |
| --- | --- | --- |
| **1** | **Date/ Duration of Visit** |  |
| **2** | **Site (s) Visited** |  |
| **3** | **Visitor’s Name (CONTRACTOR)**  **Name:**  **Signature:** |  |
| **4** | **Visitor’s Guide (Client/EMPLOYER)**  **Name:**  **Signature:** |  |
| **5.** | **Remarks** |  |

**Name of BIDDER’s representative visiting site:**

**Signature:**

**Official Seal: DATE:**

ANNEX 6

SCHEDULE OF KEY PERSONNEL TO BE DEPLOYED

**SCHEDULE FORM**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **PROFESSION** | **No. of Personnel** | **QUALIFICATION** | | | | |
| **Certificate** | **Diploma** | **First Degree** | **Second Degree & above** | **Relevant work experience (yrs) in the bidder’s company** |
| Construction/Civil/Building Engineer (Site Engineer) |  |  |  |  |  |  |
| Construction Superintendent/Site Supervisor |  |  |  |  |  |  |
| Site Surveyor |  |  |  |  |  |  |
| General Construction Foreman |  |  |  |  |  |  |
| Masonry & Concrete Foreman |  |  |  |  |  |  |
| Carpentry & Joinery Foreman |  |  |  |  |  |  |
| Steel Fabrication & Reinforcement works Foreman |  |  |  |  |  |  |
| Painting & Finishes Foreman |  |  |  |  |  |  |
| Plumbing & Installation works Foreman |  |  |  |  |  |  |
| Electrical & Installation works Foreman |  |  |  |  |  |  |
| Mechanical & Installation works Foreman |  |  |  |  |  |  |
| Others (Specify) |  |  |  |  |  |  |
| Others (Specify) |  |  |  |  |  |  |

***NB:*** *1) Bidders are free to slot in any relevant trade/profession (if not captured in column) that are within their company/firm, 2) Bidders must furnish CVs of the various staffing cadres indicated to be deployed above.*

**Date: Signature:**

**Official Seal:**

ANNEX 7

**SCHEDULE OF EQUIPMENT TO BE DEPLOYED**

**SCHEDULE FORM**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **PLANT/EQUIPMENT TYPE** | **NO. OF EQUIPMENT/PLANT** | **OWNED [Yes/No]** | **TO BE RENTED [Yes/No]** | **CAPACITY/SIZE** | **CONDITION OF EQUIPMENT/PLANT** | **OTHER REMARKS** |
| Concrete Mixer |  |  |  |  |  |  |
| Concrete Vibrator |  |  |  |  |  |  |
| Water Tanker |  |  |  |  |  |  |
| Utility Heavy Truck (at least 10tons) |  |  |  |  |  |  |
| Light Vehicle (at least 2 tons) |  |  |  |  |  |  |
| Surveying Equipment (Levelling machine, staff/alternative, ranging rods, chain link, GPS Unit) |  |  |  |  |  |  |
| If different/alternative surveying equipment (specify) |  |  |  |  |  |  |
| Earth works equipment (specify) |  |  |  |  |  |  |
| Other relevant equipment (specify) |  |  |  |  |  |  |
| Other relevant equipment (specify) |  |  |  |  |  |  |

***NB:*** *1) Bidders are free to slot in any relevant equipment/plant to be deployed (if not captured in column) that are within their company/firm, 2) Copies of Logbooks and any plant/equipment registration documents are not necessary.*

**Date: Signature: Official Seal:**

ANNEX 8

**SCHEDULE OF RELEVANT/SUCH SIMILAR WORKS SATISFACTORILY CARRIED OUT BY THE BIDDER**

**SCHEDULE FORM**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **NO.** | **TYPE OF WORK/PROJECT** | **EMPLOYER/CLIENT** | **CONTRACT SUM [KES]** | **DURATION [MONTHS]** | **PERIOD:FROM - TO** | **COMMISSIONED [YES/ NO]** | **REASON FOR NOT COMMISSIONING [IF APPLICABLE]** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

***NB:*** *1) Please attach supportive documentation for the above, 2) Interested bidders are not restricted by the spaces provided above.*

**Date: Signature: Official Seal:**

**PROPOSED WORK/ACTIVITY SCHEDULE**

**SCHEDULE 9**

**Refer to spread sheet soft copy provided.**

Note: Shade accordingly on the columns showing dates/weeks for each activity, reflecting start dates and durations for each activity described. The filled in spread sheet to printed signed off, stamped with company seal, dated accordingly and submitted with the bid documents. Bidders not limited with the size of the spread sheet provided, and are open to add as much information on work/activity descriptions with the respective timelines as they deem relevant to the proposed project.

**Date of WORKS commencement will be as agreed upon between IRC the CONTRACTOR.**

**SIGNATURE: OFFICIAL SEAL: DATE:**