



# International Rescue Committee Somalia Program Request for Proposal (RFP)

## MSA/IRCSO/2018/002 - PROVISION OF HOTEL ACCOMMODATION, CONFERENCING AND CATERING SERVICES

Planned Timetable	
Issue RFP	11 <sup>th</sup> May 2018
Last date for submission of questions on RFP	18 <sup>th</sup> May 2018
Last date IRC respond to questions on RFP	21 <sup>st</sup> May 2018
Deadline for submission of Intent to Bid (ITB) form	22 <sup>nd</sup> May 2018
Deadline for submission of tenders	<b>24<sup>th</sup> May 2018 – 05:00pm East African Time</b>
Opening of tenders & evaluation of RFP	28 <sup>th</sup> - 4 <sup>th</sup> June 2018.
Supplier visits	5 <sup>th</sup> – 11 <sup>th</sup> June 2018.
Award of Contracts	22 <sup>nd</sup> June 2018
Contract start	1 <sup>st</sup> July 2018

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## I. 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. The IRC has been operating in Somalia since 2007. IRC is among the numerous organizations assisting Somali populations to address their basic humanitarian needs, while trying simultaneously to support localized longer term opportunities. With a strong foot print in South Galkacyo (since 2007), Mogadishu (since 2011) and Garowe (since 2012), the IRC has developed a solid humanitarian portfolio in the field of Health, WPE, WASH & Livelihoods. In addition, the IRC has piloted local governance programming (CDR) in Puntland as a way to bridge local participation and community development, at a time the New Deal/Compact1 is starting to kick off its state building & peace building objectives.

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

The intention of this RFP is to obtain competitive proposals that will result in the selection of service providers for the provision of hotel accommodation, conferencing and catering services (as Annex 1) for IRC Somalia for a period of one year, commencing on 01 June 2018, renewable for a further one (1) year subject to satisfactory performance.

Description	Reference No.
<b>HOTEL ACCOMODATION, CONFERENCE AND CATERING SERVICES</b>	<b>MSA/IRCSO/2018/002</b>

This RFP is restricted to registered service providers who are duly registered with the relevant regulatory authorities in the Hospitality Industry in Kenya/Somalia.

The winning bidder(s) will enter into a fixed price Master Service Agreement (MSA) for one (1) year. Bidders shall be domiciled and must have complied with all Government legal Regulations to operate in Kenya and Somalia and a regular tax payer to offer such services as specified in the tender and shall furnish copies of their operating licenses/certificates of registration valid for the fiscal year, 2018. The Bidder 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.

## II. 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 authorized Service Providers. 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);*
- *Specifications – Annex 1*
- *Intent to Bid – Annex 2*
- *Supplier Information form – Annex 3*
- *IRC Code of Conduct and Supplier Conflict of Interest form – Annex 4.*

#### **5. Clarification of Bidding Documents**

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at: [SO-Procurement@rescue.org](mailto:SO-Procurement@rescue.org). The request for clarification must reach the purchaser not later **18<sup>th</sup> May 2018**. The Purchaser will respond by e-mail providing clarification on the bid documents by the **21<sup>st</sup> May 2018**. 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.

### **III. PREPARATION OF BIDS**

#### **6. 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.

#### **7. 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. For additional information on the requirements on submission of documents and scoring of bids, refer to section "V. Bid Opening and Evaluation"

- *Cover letter explaining interest to be a contracted vendor or supplier*
- *Profile of the Hotel/company (5 pages maximum); include photos and brochures of the Hotel & rooms you have quoted for in your proposal*
- *Three (3) References from current or past clients (at least in the last one year)*
- *Financial Bid/ Quotation detailing the unit price and VAT to be submitted on official company letterhead/ templates/ forms.*

- *Certificate of Registration and or incorporation together with CR-12 of the company detailing shareholding.*
- *PIN Registration Certificate.*
- *Certificate of Tax Compliance.*
- *Bank Statement covering the last two - three Years.*
- *The Capacity of the Hotel (The Number of Persons it can host at one time; Bed Capacity)*
- *Terms of Payment.*
- *Intent to bid form, completed, signed and stamped*
- *IRC conflict of interest & Supplier code of conduct, signed and stamped*
- *Supplier Information form, completed and signed and stamped*
- *Other important documents that the bidder feels are needed to support their bid.*

### **8. Bid Prices & Price Changes**

For the purpose of selecting a supplier/vendor and executing the Master Service Agreement, the Bidder shall clearly indicate the unit price for services to be supplied with VAT shown separately. All unit prices shall be clearly indicated in the space provided in the price schedule in Annex I. The Bidder must sign and officially stamp the price schedule.

During the validity period of the Master Service Agreement, if there is a price change in the market the **supplier can express the change in writing for the Purchaser a month before implementing the change**. The Purchaser also responds for the request in writing within 15 days of receipt of notice for price change. Once the changes are agreed between both parties, an addendum will be signed and included in the MSA. **Price changes can be done a maximum of four times in a Year. The purchaser reserve the right to accept or reject the request for the price change.**

### **9. Bid Currencies**

All rates and amounts entered in the Bid Form and financial proposal and used in any documents, correspondence or operations pertaining to this tender shall be expressed in **United States Dollar (USD) for Somalia Hotels and Kenya Shillings for Kenyan Hotels.**

### **10. Document 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 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 service specifications, literature, photos, brochures, drawings, data (tables, graphs etc.), and shall furnish:

- A detailed description of the services essential performance characteristics.
- A **clause-by-clause** commentary on the Purchaser's Technical Specifications demonstrating the 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 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 Specifications.

### **11. Bid Security**

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

### **12. Period of Validity of Bids**

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

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

### **13. Format and Signing**

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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 initialed 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.

## **IV. SUBMISSION OF BIDS**

### **14. Submission and Marking of Bids:**

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Bidder shall submit sealed bids addressed to:

**The Tender committee  
International Rescue Committee (IRC) Somalia  
Laiboni Centre, 5<sup>th</sup> floor, Lenana Road  
Po Box 62727 - 00200; Nairobi, Kenya.**

**OR**

**The Tender committee  
International Rescue Committee (IRC) Somalia  
Mogadishu Field Office; KM4; Wadajir District, Mogadishu**

**OR**

**In Garowe:**

**The Tender committee**

**International Rescue Committee (IRC) Somalia  
Garowe Field Office; Garowe Town.**

**OR**

**In Galkacyo:  
The Tender committee  
International Rescue Committee; Galkacyo, Somalia  
Hoby Street, opposite Telecom, Galkacyo South Town, Galmudug State.**

**OR**

**In Dhusamareb:  
The Tender committee  
International Rescue Committee (IRC) Somalia;  
Dhusamareb Field Office, Dhusamareb Town**

By **21<sup>st</sup> May 2018 by 05.00Hrs East African Time**. All bids are to be put in to the box provided for the purpose. 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, and date of submission.

Bidder who cannot submit bids in person may courier the submission to the same address. In case of couriered bids, the time stamp on shipment of the bid to the courier will be used to determine compliance with submission deadline. At any rate, couriered bids must be **delivered** to IRC no later than **05.00Hrs on 24<sup>th</sup> May 2018**. Late submission of bids will not be accepted and or considered.

***Email submissions:***

There will be no email submissions for this tender.

Bids submitted by means other than hand delivered to the above addresses will not be considered.

**15. Samples**

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For the purposes of this RFP, the requirement for samples is not applicable.

**16. Modification and Withdrawal of Bids**

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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.

The evaluation committee may make minor alterations where required to correct arithmetic or other computational inconsistencies. The evaluation committee may at its sole discretion request additional information from bidders to clarify any element of the bid.

## V. BID OPENING AND EVALUATION

### 17. 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, if any, whether the documents have been properly signed and whether bids are generally in order.

### 18. Evaluation and Comparison of Bids

The scores obtained on each criteria will be multiplied by the weighted % to obtain the weighted score as follows:

$$\text{Weighted score} = \frac{\text{Score}}{\text{Max Score for the Criteria}} \times \text{criteria weight}$$

EVALUATION CRITERIA		
	Description	Weight (%)
<b>Eligibility</b>	Refers to Bidder's ability to demonstrate that they have provided: <ol style="list-style-type: none"> <li>I. Certificate of Registration and or incorporation together with CR-12.</li> <li>II. PIN Registration Certificate.</li> <li>III. Certificate of Tax Compliance.</li> <li>IV. Bank Statement covering the last two - three Years.</li> <li>V. Intent to bid form, completed, signed and stamped.</li> <li>VI. IRC conflict of interest &amp; Supplier code of conduct, signed and stamped.</li> <li>VII. Supplier Information form, completed and signed and stamped.</li> </ol>	<b>PASS OR FAIL:</b>  <b>Pass</b> – Proceed to next stage of evaluation.  <b>Fail:</b> Not to Proceed to the next stage of evaluation.
<b>Capacity</b>	Refers to the Capacity of the Hotel: <ol style="list-style-type: none"> <li>1. The Capacity in terms of the Number of Persons it can host at any one time for <b>accommodation</b> per day (Bed Capacity) (10%).</li> <li>2. The Capacity in terms of the Number of Persons it can host at one time for <b>Conferences</b> (5%).</li> <li>3. The number of staff employed by the Hotel/Facility to Service /Attending the needs of the guests (5%).</li> </ol>	<b>20%</b>



<b>Amenities and location</b>	<p>Ability of the Service Provider to:</p> <ol style="list-style-type: none"> <li>4. Offer Air conditioned meeting rooms (5%)</li> <li>5. Offer Conference Equipment as Projectors, Public Address System and Projection Screen (5%)</li> <li>6. Offer Stationeries (Flip Charts, Notebooks, Biro Pens, and Marker Pens) (5%).</li> <li>7. Offer Outdoor Complimentary Amenities (Gym, Swimming,WiFi and Parking) and breakout rooms for the conference facility (5%)</li> </ol> <p><i>(Bidders to mention all the services that they can offer besides the above).</i></p>	<b>20%</b>
<b>References</b>	<p>This refers to the bidder providing:</p> <ol style="list-style-type: none"> <li>8. Three traceable business references and their contacts. These contacts will be contacted during the evaluation to assess the bidder's capacity (15%).</li> </ol> <p><b>OR</b></p> <ol style="list-style-type: none"> <li>9. Any other additional documents and information relevant in demonstrating past experience and capacity to deliver will be considered.</li> </ol>	<b>15%</b>
<b>Terms of Payment</b>	<p>The Purchaser payment terms are to pay within 30 calendar days of acceptance of goods and receipt of invoice.</p> <p>This refers to the Bidder providing the most favorable terms of payment:</p> <ol style="list-style-type: none"> <li>10. Offer credit facilities for 30 days or more from Delivery and Invoicing (20%)</li> <li>11. Offer Payment Terms of Less than 30 Days.</li> </ol> <p><b>Score=(Bidder Payment Period/Terms/30Days)*20%</b></p> <ol style="list-style-type: none"> <li>12. Advance/Cash on Delivery (0%)</li> </ol>	<b>20%</b>
<b>Hotel/Facility Evaluation</b>	<b>TOTAL HOTEL/FACILITY EVALUATION SCORE OUT OF 100%</b>	<b>100%</b>
<b>Financial Proposal</b>	<b>FINANCIAL PROPOSAL SCORE.</b> <b>SCORE=(LOWEST BID COST/OFFERED BID COST)*100%</b>	<b>100%</b>
<b>FIRM EVALUATION (60 Points)</b> +	<u><b>WEIGHTED SCORES:</b></u> <b>FIRM EVALUATION=(SCORE/100)*60 Points</b>	<b>60 Points</b>  +

<b>FINANCIAL (40 Points)</b>	<b>FINANCIAL EVALUATION SCORE=(LOWEST BID COST/OFFERED BID COST)*40 Points</b>	<b>40 Points</b>
	<b>TOTAL WEIGHT (FIRM EVALUATION+FINANCIAL EVALUATION)</b>	<b>100 Points</b>

To get maximum scores, Bidders are encouraged to submit all documents and / information listed above.

**19. 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.

**20. 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 Master Service 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.

**VI. CONTRACTING**

**21. 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 Master Service Agreement and perform its obligations satisfactorily.

**22. Price Schedules**

Vendors interested in the provision of Services to IRC Somalia Country office should note that all categories apply to all IRC Offices.

List of Services for Master Service Agreement as per below Categories is attached.

**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.

**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.

**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.

## **VII. ANNEXES:**

***ANNEX I: HOTEL ACCOMODATION, CONFERENCE & CATERING SERVICES PRICE SCHEDULE/MATRIX***

***ANNEX II: INTENT TO BID***

***ANNEX III: SUPPLIER INFORMATION FORM.***

***ANNEX IV: IRC CONFLICT OF INTEREST AND SUPPLIER/ SERVICE PROVIDER CODE OF CONDUCT***

## **ANNEXES:**

### **ANNEX I: HOTEL ACCOMODATION, CONFERENCE & CATERING SERVICES PRICE SCHEDULE/MATRIX**



## **INTERNATIONAL RESCUE COMMITTEE**

### **ACCOMODATION AND CONFERENCE FACILITIES & SERVICES**

The purpose of this RFP is to identify and enter into long terms agreements for the provision of Hotel Accommodation, Conference and Catering Services within Nairobi. All Categories (High band- 5 Star rating, middle band – 4 Star, Lower band–3 star, lowest band not rated) of Hotels are invited to submit their bids. Commencement of the agreements entered into will commence immediately after all due process have been completed and contracts signed. It is anticipated that the contract will commence by start of July 2018.

It is IRCs requirement that the facilities provide the following:

**ACCOMMODATION:** The Hotels shall quote prices Single and double rooms for standard, deluxe and executive standards with breakfast and without breakfast, with dinner and without dinner. The rooms provided should have toiletries (bath soap, shower gel, hand and body lotion, conditioning shampoo, shower cap and sanitary bag); Clean white towels; Clean and fresh linen; Tea/coffee making facility; DSTV Television and internet facility and a provision for smoking and non-smoking rooms.

**CONFERENCE FACILITY:** The Service provider should be able to provide the floor plans and photos of the proposed venues, as well as the maximum capacity for each setting/arrangement per venue. The Bidders should describe the capacity, size, facilities of each of the conference rooms it has (mentioning if there is natural light) along with the prices, for each service, equipment. Essentially, the meeting room facilities shall be equipped with Projectors, Screen, Public Address system (PA), Stationery (Flipchart, Marker Pens, Biro Pens/Pencils, Notebook); Water/glass bottles; Printing facility, copies; have in place working internet connectivity (Wi-Fi); offer Natural light; Fire exits and fire extinguishers availability all key places including rooms; Security systems available (guarding, CCTV, panic button, alarms...etc.); Availability of parking and capacity and Provision for physically disabled persons (i.e. ramps, lifts...etc.)

#	DESCRIPTION	QTY	UNIT	UNIT PRICE	REMARKS /CAPACITY
1	ACCOMODATION, SINGLE, HALF BOARD, BED & BREAKFAST	1	DAY		
2	ACCOMMODATION, SINGLE, HALF BOARD, BED & BREAKFAST	1	DAY		
3	DINNER, BUFFET + SOFT DRINK(S) WE DO NOT COVER FOR DINNER FOR STAFF	1	DINNER		
4	BREAKFAST ONLY, BUFFET	1	BF		
5	CONFERENCE PACKAGE, HOURS SUPPLIER TO STATE WHAT IS INCLUDED IN THE PACKAGE AND THE CAPACITY OF THE FACILITY	1	DAY		
6	CONFERENCE PACKAGE, HALF DAY	1	DAY		
7	CONFERENCE PACKAGE, FULL DAY	1	DAY		
8	CONFERENCE ROOM ONLY	1	DAY		
9	HALL HIRE/RENT	1	DAY		
10	TEA, MID MORNING + SNACKS	1	TEA		
11	TEA, MID AFTERNOON + SNACKS	1	TEA		

12	LUNCH + SOFT DRINK	1	LUNCH		
13	LUNCH, BUFFET	1	LUNCH		
14	OUTSIDE CATERING, LUNCH	1	SERVICE		
15	OUTSIDE CATERING, 2 SNACKS AND LUNCH	1	DAY		
16	MINERAL WATER, 1 LITRES, MORNING AND AFTERNOON	1	BOTTLE		
17	FLIP CHART STAND + FLIP CHART PAPER	1	LUMPSUM		
18	PERMANENT MARKER PENS	1	PACKET		
19	TEMPORARY MARKER PENS	1	PACKET		
20	NOTE BOOKS (PADS + PEN)	1	PC		
21	PROJECTOR SCREEN	1	UNIT		
22	PROJECTOR, LCD	1	UNIT		
23	PUBLIC ADDRESS SYSTEM, INHOUSE	1	UNIT		
24	CAR PARKING FEES	1	SLOT		

25	PRIVATE ROOM, BREAKFAST	1	SERVICE		
26	PRIVATE ROOM, LUNCH	1	SERVICE		
27	PRIVATE ROOM, DINNER NOT COVERED BY IRC	1	SERVICE		
28	PRIVATE ROOM, COCKTAIL PACKAGE	1	SERVICE		

**Annex II: INTENT TO BID**

**Annex 2**



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

**IRC Reference #:** \_\_\_\_\_

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

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

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

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

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

Date \_\_\_\_\_

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

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

Email \_\_\_\_\_



**Annex III: SERVICE PROVIDER'S INFORMATION FORM.**



**INTERNATIONAL RESCUE COMMITTEE**  
**Service Provider's Information Form**

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

**Service Provider's 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: <u>Check</u> Yes   No <u>Wire Transfer</u> 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:	<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>

**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 hereby 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: \_\_\_\_\_

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**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 IV:**

### **IRC Conflict of Interest and Supplier/ Service Provider Code of Conduct**



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

**Supplier hereby agrees to maintain high ethical and social standards:**

- Working conditions and social rights: Avoidance of child labor, bondage, or forced labor; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and IRC's beneficiaries; prohibition of trafficking in persons.
- Environmental aspects: Provision of goods and services with the least negative impact on the environment.

- Humanitarian neutrality: Endeavoring to ensure that activities do not render civilians more vulnerable to attack, or bring unintended advantage to any military actors or other combatants.
- Transport and cargo: Not engaged in the illegal manufacture, supply, or transportation of weapons; not engaged in smuggling of drugs or people.

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 Ethics point, [www.ethicspoint.com](http://www.ethicspoint.com) or call Ethics point 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 / Service Provider's Name:
Signature:
Title:
Print Name:
Date: