



REFUGEE CONSORTIUM of KENYA

Advocacy and Policy Development Centre

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INVITATION TO BID – CONSTRUCTION OF ACCOMODATION ROOMS AT COMPOUND 3 – KAKUMA OFFICE

SUBMISSION DEADLINE

13th NOVEMBER 2023 at 1700hrs

A) INVITATION TO BID

1. INTRODUCTION

RCK invites qualified firms/persons for construction of an accommodation block at the compound 3 , Kakuma Office. The vendor is also allowed to advise on alternative structure that can be constructed and the cost associated. This will also include construction of substructures, fabrication of windows and doors , installation and electrification of three standard rooms.

Offers can be submitted not later than close of business 13th November 2023 (1700 Hrs) only through online at tenders@rckkenya.org.

2. MANDATORY PRE-BIDDERS SITE MEETING

The bidders are required to visit the site or send their representatives to the proposed site in Kakuma between 6th and 7th November 2023. This shall provide the bidders an understanding of the available space for the construction works and also an opportunity for clarifications on the bid.

B) INSTRUCTIONS TO TENDERERS.

1. General

1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:

- (a) Company profile
- (b) Copies of certificates of registration, and principal place of business;
- (c) Total monetary value of similar construction work performed for each of the last 2 years;
- (d) Experience in works of a similar nature and size for each of the last 2 years, and clients who may be contacted for further information on these contracts;
- (e) Major items of construction equipment owned;
- (f) Qualifications and experience of key site management and technical personnel proposed for the Contract;
- (g) Bank statement or financial report for the past 6 months.

1.3 The Tenderer shall bear all costs associated with the preparation and submission of his/her tender, and RCK will in no case be responsible or liable for those costs.

1.4 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the site of the works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.

1.5 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

1.6 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2. Tender Documents

2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below: -

- (a) These instructions to Tenderers
- (b) Form of Tender
- (c) Specifications
- (d) Drawings

- (e) Bills of Quantities/Schedule of Rates (whichever is applicable)
 - (f) Other materials required to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his/her tender.
- 2.3 Prospective Tenderers making inquiries of the tendering documents may notify RCK in writing via email at least a week before the closure of the tender. The RCK will respond to any request for clarification received earlier than five [5] days prior to the deadline for submission of tenders. Copies of RCK's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, RCK may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to RCK.
- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, RCK shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.5 here below.

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English language.
- 3.2 The tender submitted by the Tenderer shall comprise the following: -
- (a) The Tender;
 - (b) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
 - (c) Any other materials required to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates.
- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of 60 days from the date of submission. However, in exceptional circumstances, RCK may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. The person or persons signing the tender shall initial all pages of the tender where alterations or additions have been made.
- 3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 5 days prior to the deadline for submission of tenders.

- 3.10 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

4. Submission of Tenders

- 4.1 The tender shall be duly filled and submitted in PDF to **email address; tenders@rckkenya.org**
- 4.2 Tenders shall be delivered to RCK email address specified above not later than the time and date specified in the invitation to tender.
- 4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents. Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.
- 4.4 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.
- 4.5 RCK may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of The Authority and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened immediately after the closure of the bid by the tender opening committee. Tenderers are not expected to attend the opening and evaluation.
- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by The Authority. Minutes of the tender opening, including the information disclosed to those present will also be prepared by RCK's procurement officer.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence RCK's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of RCK's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
 - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.

The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).

- (e) The Error Correction Factor shall be applied to all Builders' Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.
- 5.5 The tender evaluation committee shall evaluate the tender within 15 days of the validity period from the date of opening the tender.
- 5.7 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 5.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 5.9 Preference where allowed in the evaluation of tenders shall not exceed 15%
- 5.10 To assist in the examination, evaluation, and comparison of tenders, RCK at its discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be via email but no change in the tender price or substance of the tender shall be sought, offered or permitted.
- 5.11 The Tenderer shall not influence RCK on any matter relating to the tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence RCK or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

6. Award of Contract

- 6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.
- 6.2 Notwithstanding the provisions of clause 6.1 above, RCK reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
- 6.3 The Tenderer whose tender has been accepted will be contacted via phone and email and enter into written contract.
- 6.4 The Contract Agreement will incorporate all agreements between RCK and the successful Tenderer. It will be signed by RCK and sent to the successful Tenderer, within 10 days following the notification of award. Within 5 days of receipt, the successful Tenderer will sign the Agreement and return it to The Authority.
- 6.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 7 days of receiving the request from any tenderer.

7. Corrupt and fraudulent practices

- 7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.
- 7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.
- 7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

C) EVALUATION

i) Evaluation Criteria

The tender document submitted will be evaluated in three (3) stages; - General Mandatory, Technical Capacity and Financial. The evaluation process will be in stages as follows: -

1. General Mandatory –Pass/Fail
2. Technical Capacity Evaluation– Pass mark of 70%
3. Financial – Lowest Cost Evaluated bidder

ii) Mandatory Evaluation

The bids shall undergo a general pre-qualification process in order to determine bid compliance to the following mandatory requirements. Tenderers are required to comply to the following requirements, failure to which the firm shall not proceed with the next stage of evaluation: -

PRELIMINARY EVALUATION FOR THE WORKS

S/NO	MANDANTORY REQUIREMENTS
MR1	Company profile
MR2	Copy of certificate of incorporation/ Registration
MR3	Current category of Registration with National Construction Authority NCA-5 and above) with a Current National Construction Authority Annual Contractors Practicing License
MR4	Valid Tax Compliance Certificate
MR5	Copy of CR12 Certificate showing names and citizenship of directors and shareholding
MR6	Dully filled, signed and stamped Form of Tender
MR 7	Copies of the bank statement for the past 6 Months

Failure to submit any of the above-mentioned documentation, will lead to disqualification of the firm at the mandatory stage. The bidders that will meet all the mandatory requirements above will qualify to proceed to technical evaluation stage.

iii) Technical Evaluation

Evaluation criteria	Requirements	Proof	Maximum Score
Experience of the Firm	Bidders should have executed at (2) contracts/orders of similar nature in the category (Construction of sub-	Bidders must submit work copies of order/contract/LPOs (5mks) along with job completion	20

	structures, concrete works, Fabrication, installation of electrical works.	Certificate (3mks) and recommendation letters (2mks) from at least 3 clients (10 Marks per project)	
	Previously undertaken construction works, fabrication and renovations	Attach copies of the drawings (5mks) timeline charts (1 Mark) of the project and any relevant documentation (10 Marks per project)	20
	Proof of capability to undertake construction, fabrication and installation Works	Attach proof of ownership and active construction, fabrication and electrical tools. (5 Marks per item up to a maximum of three items)	15
Education Qualification	Minimum Diploma in Building Works or similar works qualification for the director	Attach copy of certificates (s) (2mks) and CV (1mks) for the director	10
	Minimum certificate in Civil Works field or similar qualifications for the Foreman	Attach copies of certificates (3mks) and CV (2 mks)	
	Resumes of a key staff who will be involved in the project. Must be relevant to the construction, steel works and fabrication process	Attach copies of certificates	
Plan/ Methodology	The bidders should provide a detailed workplan not exceeding 3 (Three) Calendar months	Bidders must submit Gantt Chart scheduling all the activities (5 mks) with desired timelines (10 mks) deliverables (5mks) and resource allocation (5mks)	25
Total			100

Evaluation Criteria	Requirements	Proof	Maximum Score
	Attach a sample of construction, fabrication and renovation works supplied to clients	Provided Photos	10
Total scores			100

Bidder (s) are required to attain minimum of 70% score in the technical requirements, failure to which the firm shall not proceed to the next stage of financial evaluation stage.

iv) Financial Evaluation

The bids that qualify at the Technical Capacity evaluation stage will be subjected to financial evaluation to determine the winner. The lowest evaluated bidder will be considered for award of tender.

The format for financial proposal should be as shown below.

D) BILLS OF QUANTITY AND RATES

CUSTOMER NAME: Refugee Consortium of Kenya (R.C.K)

QUOTATION FOR: Construction of accommodation rooms at compound 3 -Kakuma office.

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
	<u>PROPOSED FOR CONSTRUCTION OF ACCOMADATION ROOMS.</u>				
A	ELEMENT NO. 1: SUB-STRUCTURES				
B	Clear site of all Vegetation and debris. Grab up roots and burn the arisings	sum	60.0		
C	Excavate over site 200 mm deep to remove vegetable soil and cart away to spoil heap where directed on site	sm	58.0		
D	Excavate trench for foundation trenches not exceeding 1.3m	cm	45.2		
E	Hardcore filling 300mm on the trenches	cm	10.4		
F	50mm, marram blinding on the trenches	sm	35.0		
G	Return fill in and ram selected excavated material around foundations	cm	30.2		
H	Spread surplus excavated material on site as directed	cm	15.1		
	<u>Concrete Works</u>				
	<u>Insitu concrete class 25/20, vibrated and reinforced as described, in: -</u>				
I	Foundation Strip-150mm thickness.	cm	5.2		
K	150 mm Ground floor slab with ramps	cm	10.4		
	<u>Formwork</u>				
M	To the edges of ground slabs 100 - 200mm wide	m ²	8.0		
	<u>Reinforcement</u>				
	<i>High Tensile mild steel reinforcement bars to BS 8666 in Foundations</i>				
O	10 mm diameter-traverse-strip foundation	kg	140.0		
P	12 mm diameter-longitudinal-strip foundation	kg	192.0		
	Hardcore packing 300mm to receive the lab	cm	21.0		
	50mm marram blinding to receive the concrete slab	sm	69.3		
S	Mesh reinforcement reference A142 weighing 2.22kg/m ² in ground slabs and ramp	m ²	70.0		
	<u>Anti-termite treatment</u>				
T	Gladiator or equal and approved chemical anti-termite treatment, executed complete by an approved specialist				
	under a ten-year guarantee, to surfaces of blinding	m ²	70.0		
	<u>Damp-proof membrane</u>				
U	1000-gauge polythene or other equal and approved damp-proof membrane, laid over blinded hardcore (m.s) with 300mm side and end laps (measured	m ²	70.0		

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
	nett-allow for laps)				
	Walling				
V	200mm thick Natural Turkana stone foundation walling	m ²	81.2		
	Filling				
W	300mm thick approved hand-packed hardcore filling compacted in one layer for slab and ramp	cm	21.0		
X	50mm thick Quarry dust blinding to surfaces of hardcore: rolled smooth to receive polyethene sheeting (m.s) for slab and ramp	m ²	69.3		
TOTAL FOR ELEMENT NO. 1: SUB-STRUCTURES					
SUPER STRUCTURE					
ELEMENT NO. 2: REINFORCED CONCRETE					
A1	Reinforced concrete class 25 in				
A3	Beams	m ³	3.0		
	Formwork				
A5	To sides and soffits of beams	m ²	37.0		
	Reinforcement				
	<i>High Tensile mild steel reinforcement bars to BS 8666 in the super-structure</i>				
A8	8 mm diameter-beams	Kg	185.0		
A9	12 mm diameter-beams	Kg	209.0		
TOTAL FOR ELEMENT NO. 2: REINFORCED CONCRETE					
ELEMENT NO. 3: WALLING					
	Horizontal Damp Proof Course: one layer of 3-ply bituminous feltor other equal approved (measured net-allow for laps); B.S. 743 Type A bitumen hessian base 150 mm laps (no allowance made for laps); horizontal, 1 no. layer, bedded in cement sand (1:3) mortar				
B1	150mm mm wide	LM	50.4		
B2	150 mm Turkana stone external walling jointed in cement and sand (1:4) mortar	sm	122.0		
TOTAL FOR ELEMENT NO. 3: WALLING					
ELEMENT NO. 4: ROOFING					
Roof covering					
C1	28-gauge pre-painted IT4 box profile iron sheets on timber structure (ms)	SM	109.0		
C2	Ridge or hip cap, 28-gauge pre-painted	LM	13.2		
	Supply and fix following Cyprus timber.				
	Wall plate 100mm by 50mm	lm	45		
	100mm by 50mm for rafters, struts, tie-beams, struts and kingposts	lm	228		
C5	Purlins 75mm by 50mm	lm	154		
C6	Steel fascia 200-300mm girth welded on the steel truss rafter.	LM	60.0		
TOTAL FOR ELEMENT NO. 4: ROOFING					

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
	ELEMENT NO. 5: WINDOWS				
	<u>Extruded steel casement framed window with 80x50mm sections and fabricated steel burglar proof grill with 6mm thick one-way glass</u>				
D1	Overall size 1200 x1200mm high	No.	6.0		
D2	Overall size 1500 x1200mm high	No.	3.0		
D3	Overall size 600mmby 600mm high	No.	3.0		
	TOTAL FOR ELEMENT NO. 5: WINDOWS				
D3	ELEMENT NO. 6: DOORS				
	External Doors				
	Supply and fix architraves and quadrants	lm	30.6		
D4	Supply and fix standard mahogany panel doors complete with framings(150mmby50mm), door lock, hinges.	No.	3.0		
	Supply and fix standard semi solid flush doors complete with framings(150mmby50mm), door lock, hinges.	No.	3.0		
	TOTAL FOR ELEMENT NO. 6: DOORS				
	ELEMENT NO. 7: FINISHES				
	Floor Finishes				
	<u>Cement and sand (1:3) screeds, backings, beds etc.</u>				
E1	25mm Thick cement/sand (1:4) screed to receive Ceramic floor tiles (measured separately)	SM	63.0		
	<u>Lightweight water proofed screeds and plaster</u>				
	<u>Non-slip 300x300mm ceramic Tiles from approved supplier fixed with approved tile adhesive:</u>				
	<u>jointed and pointed in approved grout.</u>				
E2	Floor tiles	m ²	65.0		
	wall tiles	sm	30.0		
	worktop tiles	sm	5.0		
	concrete on worktop	item	3.0		
	Wall Finish				
	Plastered surfaces				
E4	Internal Plaster	sm	160.0		
E5	External Plaster	sm	55.0		
	<u>Prepare and apply two undercoats of brilliant white emulsion paint (RAL Code 9001) and two finishing coats.</u>				
E8	Plastered surfaces internally and externally	sm	215.0		
	Ceiling				
	12mm thick soft board ceiling with "veed" joints fixed to 50 x 50 mm sawn cypress brandering.	sm	65.0		
	Paint to the ceiling	sm	65.0		
	50 x 50mm Cypress timber brandering	Lm	270.0		

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
	50 x 75mm hardwood molded cornice	Lm	95.0		
	TOTAL FOR ELEMENT NO. 7: FINISHES				
	<u>ELEMENT NO. 8: ELECTRICAL INSTALLATIONS</u>				
	<u>Lighting Fittings</u>				
	<u>Supply and install following lighting fixtures with all accessories</u>				
	<u>as per the specifications and drawings and complete with lamp</u>				
	<u>fitting and accessories of Engineer or approved make.</u>				
F1	Type 4S - 1x18w surface mount fluorescent light fitting as				
	Phillips or equivalent with 1.5mm cables	No.	6.0		
F2	Supply and fix ball fitting lights for bathrooms wired with 1.5mm cables	No.	3.0		
	supply and fix sockets points wired with 2.5mm cables	NO	9.0		
	<u>Switches</u>				
F4	5 Amps two gang one-way switch	No	3.0		
	One gang one-way switch	No	3.0		
	<u>Twin Sockets</u>	No	9.0		
	Socket outlet points including 2 points for Air Conditioner (AC is not part of contractor scope)				
F5	13 A twin sockets outlet	No	10.0		
F6	<u>Supply and fix 6ways consumer unit</u>	No	1.0		
F7	<u>Supply and fix connection cable approximately 40m</u>	item	1.0		
	<u>Supply and fix earth electrode, earthing cable for earthing</u>	No	1.0		
	<u>Supply and fix looping box complete with the cutout</u>	No	1.0		
F7	<u>Supply and fix 12000BTU Air Conditioner (LG) Complete with all accessories</u>	NO	3.0		
	TOTAL FOR ELEMENT NO. 8: ELECTRICAL INSTALLATIONS				
	<u>TOTAL FOR THE PROPOSED ADMIN STORES</u>				
	ELEMENT NO. 1: SUB-STRUCTURES				
	ELEMENT NO. 2: REINFORCED CONCRETE				
	ELEMENT NO. 3: WALLING				
	ELEMENT NO. 4: ROOFING				
	ELEMENT NO. 5: WINDOWS				
	ELEMENT NO. 6: DOORS				
	ELEMENT NO. 7: FINISHES				
	ELEMENT NO. 8: ELECTRICAL INSTALLATIONS				
	GRAND TOTAL FOR PROPOSED ACCOMODATIONS FOR RCK.				

D. FORMS

i) FORM OF TENDER

TO: _____ [Name of Employer] _____ [Date] _____ [Name of Contract]

Dear Sir,

1. In accordance with the Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above-named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs _____ [Amount in figures] Kenya Shillings _____ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of RCK's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within 30 days from the signing of the contract.
3. We agree to abide by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive. Dated this _____ day of _____ 20____ Signature _____ in the capacity of _____ duly authorized to sign tenders for and _____ [Name of on behalf of Tenderer] of _____ [Address of Tenderer]

Witness;

Name _____

Address _____

Signature _____

Date _____

ii. MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

Part 1 – General

Business Name

Location of business premises; Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time: Kshs

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

Nationality..... Country of Origin.....

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1
2
3

iv. TENDER QUESTIONNAIRE

1. Full names of tenderer;

.....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below);

.....

3. Telephone number (s) of tenderer;

.....

4. Telex of tenderer;

.....

5. Name of tenderer's representative to be contacted on matters of the tender during the tender period;

.....

6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex);

.....

.....

Signature of Tenderer

Make copy and deliver to: _____ (*Name of Employer*)

v. REFUGEE CONSORTIUM OF KENYA SUPPLIER CODE OF CONDUCT

1. Introduction

Refugee Consortium of Kenya (RCK) is a national NGO which was registered under NGO Coordination board in 2004. Its mandate is to protect the rights of refugees, internally displaced persons, other forced migrants, host communities and advocate the same. It is committed to providing quality services at the best prices possible and uphold best practices according to international humanitarian accounting standards. RCK works with partners who promote and respect international and national labour and humanitarian laws which lead to ethical and effective use of resources contributed by the donor community.

2. Scope of Application:

The provisions of this Code of Conduct set forth the RCK expectations for all existing and potential suppliers and other partners with whom it does business. The RCK expects that these principles apply to suppliers and their employees, parent, subsidiary or affiliate entities, and subcontractors. The RCK expects suppliers to ensure that this Code of Conduct is communicated to their employees, parent, subsidiary and affiliated entities as well as any subcontractors, and that it is done in the local language and in a manner that is RCK understood by all.

The Code of Conduct is a binding document:

- **You are obliged to read and fully understand the content of the document. If you have any questions, please contact the person in charge of procurement via procurement@rckkenya.org**
- **If you or your representatives fail to adhere to any of the provisions set out in this document you will be disqualified from providing services/ goods to RCK, deregistered from list of prequalified suppliers and reported to relevant statutory bodies and RCK partners.**

3. Continuous Improvement:

The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to the RCK. The RCK expects suppliers to strive to exceed both international and industry best practices. The RCK also expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct. The RCK recognizes that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions accordingly.

4. LABOUR:

- i) **Freedom of Association and Collective Bargaining:** The RCK expects its suppliers to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize and to bargain collectively.
- ii) **Forced or Compulsory Labour:** The RCK expects its suppliers to prohibit forced or compulsory labour in all its forms.

- iii) **Child Labour:** The RCK expects its suppliers not to employ: (a) children below 18 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.
- iv) **Discrimination:** The RCK expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place.
- v) **Health and Safety:** The RCK expects its suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.⁸

5. Human Rights:

- i) **Human Rights:** The RCK expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.
- ii) **Harassment, Harsh or Inhumane Treatment:** The RCK expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.
- iii) **Mines:** The RCK expects its suppliers not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

6. Environment:

- i) **Environmental:** The RCK expects its suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.
- ii) **Chemical and Hazardous Materials:** Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.
- iii) **Wastewater and Solid Waste:** Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.
- iv) **Air Emissions:** Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized,

monitored, controlled and treated as required prior to discharge or disposal. RCK Supplier Code of Conduct Rev.05 – September 2013

- v) **Minimize Waste, Maximize Recycling:** Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

7. **NON-PARTICIPATION IN TERRORISM ACTIVITIES**

The supplier nor his representatives shall not participate acts of terrorism in nature. The supplier has a duty to refrain from planning, organizing, instigating, promoting, executing, assisting, facilitating, financing, arming, harbouring terrorists, inciting or otherwise supporting directly or indirectly acts of terrorism.

8. **ETHICAL CONDUCT:**

- i) **Corruption:** The RCK expects its suppliers to adhere to the highest standards of moral and ethical conduct, to respect local and international regulations and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.

- ii) **Conflict of Interest:**

The undersigned declares that neither (i) the Applicant nor (ii) he/she/they personally as authorized representative(s) of the Applicant have a direct or indirect interest of such a nature and scale that may affect provision of goods/services to RCK. The undersigned commits to immediately declare any potential conflict of interest that may arise during call and engagement for services and/or supply goods to RCK

The undersigned is/are aware that a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest.

The Applicant will inform RCK, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest.

The applicant declare not to have made nor to make any offer of any type whatsoever from which an advantage can be derived from the procurement process and not to have granted nor to grant, not to have sought nor to seek, not to have attempted nor to attempt to obtain, and not to have accepted nor to accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to RCK procurement processes.

- iii) **Post-employment restrictions:** Post-employment restrictions may apply to RCK staff in service and former RCK staff members who participated in the procurement process, if such persons had prior professional dealings with suppliers. RCK suppliers are expected to refrain from offering employment to any such person for a period of six months following separation from service.

Non-adherence to these principles will be a factor in considering whether a supplier is deemed eligible to be registered as an RCK supplier or to do business with the RCK, in accordance with applicable RCK policies and procedures.

We encourage RCK suppliers to improve their business practices in accordance with the principles set out in this Code of

Conduct.

Contacts:

Any questions related to this Code of Conduct can be addressed to the Executive Director at email: refcon@rckkenya.org

SIGNATURE TO THE CODE OF CONDUCT

This form shall be signed by a representative of an organization or company that tenders to provide goods/services to RCK. All RCK suppliers shall sign the code of conduct prior to engagement. The code of conduct and this form shall be provided to potential suppliers at the time of solicitation for quotes.

I.....a representative ofknown as supplier confirm that I have read RCK code of conduct in its entirety. That I shall communicate the content of code of conduct to all the suppliers' staff. That all dealings within RCK shall be guided by the code of conduct. Any deviation shall be communicated and request made to RCK prior to any dealings.

That I understand that none adherence to RCK's code of conduct shall lead to being disqualified to dealing with RCK as a person and organization.