



**INTERNATIONAL RESCUE COMMITTEE (IRC)**  
**IRC Somalia – Mogadishu Office**

**BID NOTICE**

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. With the funding of different donors, IRC has been working in Somalia since 2007, providing essential services to conflict and disaster affected communities in Mudug, Banadir, Nugal and Galgadud regions.

The intent of this Request for Proposal (RFP’) is to secure competitive bids and proposals to select a Consultant, for the IRC Somalia Program in Mogadishu to provide the following services:

ITEM REFERENCE	SERVICE DESCRIPTION
RFP-PR2SO-MQ-309840	CONSULTANCY SERVICES TO CONDUCT TRAINING OF JUSTICE AND NON-JUSTICE IN HOWLWADAG AND KARAN DISTRICTS IN BENADIR REGION, SOMALIA.

Interested and suitably qualified contractors can collect tender documents from IRC Mogadishu Office during official working hours. Duly filled and completed Technical and Financial Bid documents sealed in one envelope shall be addressed and submitted 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, Airport Road, Wadajir District,

Mogadishu Town, Somalia

Deadline for submission of bids is **10th October 2018 by 4.30pm East African Time**. Late submission of bids will not be accepted.

For any clarification of any part of the Tender Document shall be sought from: The Supply Chain Coordinator, IRC, at the email address [SO-procurement@rescue.org](mailto:SO-procurement@rescue.org).

*IRC is not bound to accept the lowest priced bid or any bid that is submitted.  
Any form of canvassing will lead to automatic disqualification.*



## International Rescue Committee SOMALIA PROGRAM

### Request for Proposals (RFP)

**RFP-PR2SO-MQ-309840: CONSULTANCY SERVICES TO CONDUCT TRAINING OF JUSTICE AND NON-JUSTICE IN HOWLWADAG AND KARAN DISTRICTS IN BENADIR REGION, SOMALIA.**

Planned Timetable	
Issue RFP	26th Sept 2018
Last date for submission of questions on RFP	3rd Oct 2018
Last date IRC respond to questions on RFP	5 <sup>th</sup> Oct 2018
Deadline for submission of Intent to Bid (ITB) form	8 <sup>th</sup> Oct 2018
Deadline for submission of tenders	10 <sup>th</sup> Oct, 2018
Opening of tenders & evaluation of RFP	12 <sup>th</sup> Oct 2018
Supplier visits/ Interviews	15 <sup>th</sup> Oct, 2018
Award of Contracts	28 <sup>nd</sup> Oct, 2018
Contract start	21 <sup>st</sup> Oct, 2018

## TABLE OF CONTENTS

I.	INTRODUCTION.....	1
1.	<i>THE INTERNATIONAL RESCUE COMMITTEE.....</i>	1
2.	<i>THE PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP) .....</i>	1
3.	<i>COST OF BIDDING.....</i>	2
II.	THE BIDDING DOCUMENTS: .....	2
4.	<i>THE BIDDING DOCUMENTS .....</i>	2
5.	<i>CLARIFICATION OF BIDDING DOCUMENTS .....</i>	2
III.	PREPARATION OF BIDS: .....	2
6.	<i>LANGUAGE OF BID .....</i>	2
7.	<i>DOCUMENTS COMPRISING THE BID .....</i>	2
8.	<i>BID PRICES &amp; PRICE CHANGES.....</i>	3
9.	<i>BID CURRENCIES.....</i>	3
10.	<i>DOCUMENT ESTABLISHING ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS .....</i>	3
11.	<i>BID SECURITY .....</i>	3
12.	<i>PERIOD OF VALIDITY OF BIDS.....</i>	3
13.	<i>FORMAT AND SIGNING .....</i>	3
IV.	SUBMISSION OF BIDS .....	4
14.	<i>SUBMISSION AND MARKING OF BIDS: .....</i>	4
15.	<i>FORMAT .....</i>	4
16.	<i>MODIFICATION AND WITHDRAWAL OF BIDS.....</i>	4
V.	BID OPENING AND EVALUATION .....	5
17.	<i>PRELIMINARY EXAMINATION .....</i>	5
18.	<i>EVALUATION AND COMPARISON OF BIDS.....</i>	5
19.	<i>CONTACTING THE PURCHASER.....</i>	6
20.	<i>NOTIFICATION OF AWARD .....</i>	6
VI.	CONTRACTING .....	6
21.	<i>CONTRACT AWARD AND NOTIFICATION.....</i>	6
23.	<i>INSPECTION/REVIEW OF TOOLS &amp; REPORTS.....</i>	7
24.	<i>PRICE SCHEDULES AND LOCATION .....</i>	7
25.	<i>SERVICE OR CONSULTANT AGREEMENTS .....</i>	7
VII.	ANNEXES: .....	8
	ANNEX I: TERMS OF REFERENCE .....	8
	ANNEX II: INTENT TO BID .....	8
	ANNEX III: SUPPLIER INFORMATION FORM.....	8
	ANNEX IV: IRC CONFLICT OF INTEREST AND SUPPLIER CODE OF CONDUCT. ....	8

## I. INTRODUCTION

### 1. *The International Rescue committee*

The International Rescue Committee (IRC), responds to the world's worst humanitarian crises and helps people to survive and rebuild their lives. Founded in 1933 at the request of Albert Einstein, the IRC offers help to people whose lives and livelihoods are shattered by conflict and disaster to survive, recover, and gain control of their future. At work today in over 40 countries and in 22 U.S. cities, the IRC serves people forced to flee from war, conflict, disaster and the host communities which support them, as well as those who remain within their homes and communities. The IRC Somalia supports 5 health facilities in Benadir Region of Somalia. Since 2007, the IRC has been 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), Garowe (since 2012) and Dhusamareb (since 2016), 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 / Compact kicks off its state building & peace building objectives. The IRC intends to proactively pursue concrete and measurable changes in the life of IDPs, host and rural communities before 2020. This change will be focused on those outcomes where IRC is needed most e.g. in Health (we want general population to be healthier), in Safety (we want people to be safer in their communities), in Economic Wellbeing (we want people to be food secure & to generate income & assets) and in Power (we want the people to influence how they are governed). Geographically, this Strategy Action Plan (SAP) will be implemented in IRC's traditional areas (Mogadishu, South Galkacyo, Garowe); expand to new regions (Galgaduud, Lower Shabelle); and potentially extend to other vulnerable locations (South West, Jubaland) depending on need, security and access. Achieving this SAP will be made possible if some key policies & practices, internal to IRC, are changed, as a way to reach more beneficiaries, more quickly, through better effectiveness, responsiveness & use of resources.

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

It is the intent of this RFP to secure competitive proposals to select a firm for the International Rescue committee to provide consultancy services to conduct training of Justice and Non-Justice in Howlwadag and Karan districts Mogadishu Somalia. The aim of the trainings is to provide local government authorities, local leaders and justice actors in the project locations with critical knowledge, skills, and tools that will enable them to effectively provide justice and mitigate conflicts in ways that protect the human rights of the people. By floating this RFP, IRC intends to secure Technical and Financial proposals from eligible, qualified and technically competent consultancy firms to carry out this assignment.

The winning firm will sign a one off contract for the provision of the consultancy services for the period indicated in the Terms of Reference. Bidders shall be domiciled and must have complied with all Government legal Regulations to operate and regular tax payer as specified in the Request for Proposal. The bidders will be required to furnish copies of their operating licenses/certificates of registration valid for the fiscal year 2018. They 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** of reference in the bidding documents prepared for the selection of consultants. 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 document comprise of the following documents:*

- *The Request for Proposal – RFP (this document);*
- *The Terms of Reference.*
- *Intent to Bid*
- *Supplier Information Form*
- *Supplier Conflict of Interest and Code of Conduct.*

### 5. *Clarification of Bidding Documents*

A prospective Bidders requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the [SO-Procurement@irc.org](mailto:SO-Procurement@irc.org). The request for clarification must reach the purchaser not later than **3rd October 2018**. The Purchaser will respond by e-mail providing clarification on the bid documents on the **5<sup>th</sup> October 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 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.

- Cover letter explaining interest to carry out the Assignment for IRC.
- Technical proposal detailing the Company Profile with a description of the firm's organization; table with recent relevant experience in carrying out training/capacity building; profiles of the Technical staff proposed, their CVs and work plan.
- A Financial Proposal detailing the costs of carrying out the assignment, remunerations and reimbursables.

- Certificate of Registration for the firm.
- PIN Registration Certificate/Evidence of payment of tax to any relevant authority
- Tax Compliance Certificate/ Evidence of having complied with Tax Regimes in any country.
- Bank details and Financial Statements from a reputable Bank. These should cover the last three (3) years.
- Three References from past clients in similar consultancies

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

For the purpose of selecting a consultant to carry out the services, firms and bidders must clearly indicate the unit price of the services they want to offer. All unit prices shall be clearly indicated. The Bidder must sign and officially stamp the price schedule.

#### ***9. 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 **United States Dollar**.

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

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

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

- A detailed description of the methodology to be employed in carrying out the assignment to conclusion.
- A **clause-by-clause** commentary on the Terms of Reference demonstrating the services' substantial responsiveness to the ToRs and any statement of deviations and exceptions to the provisions in the ToRs.

#### ***11. Bid Security***

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

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

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

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

#### ***13. 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 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.

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

- Paragraph agreeing to the IRC Terms and Conditions.
- Total Financial offer
- Timeline within which the firm will undertake the assignment as appears in their work plan.
- Financial Offer validity date or period (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 90 working days).

#### **IV. SUBMISSION OF BIDS**

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

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, Airport Road, Wadajir District,  
Mogadishu Town, Somalia.

Deadline for submission of proposals is by close of business on **10<sup>th</sup> October 2018, 4:00pm**. All bids are to be dropped in the Tender box provided for the purpose at the Reception Area. 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.

##### ***15. Format***

The Bidder's proposal shall comprise of Technical proposal and financial proposal, in separate sealed envelopes (All shall be in one outer envelope).

##### ***16. 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.

## 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, whether the documents have been properly signed and whether bids are generally in order:

Description of preliminary Examination Criteria	Check	Pass/Fail
1. Cover letter expressing interest to carry out the assignment	<input type="checkbox"/> Yes <input type="checkbox"/> No	PASS OR FAIL:
2. Company profile of the bidding firm:		Pass – Proceed to next stage of evaluation.
2.1. Organogram included in the Company profile	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2.2. Table with Recent Experience on similar assignments	<input type="checkbox"/> Yes <input type="checkbox"/> No	Fail: Eliminated from the next stage of evaluation.
2.3. Profile Summary of Key staff	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2.4. Total amount of Financial Proposal indicated in the letter of offer?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Certificate of Registration from Federal/Regional Administration.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Tax Payer Evidence	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Financial Statement/Bank Statement for the past 3 years	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6. Three (3) Reference Letters from other INGOs/UN/WB	<input type="checkbox"/> Yes <input type="checkbox"/> No	

### 18. 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.

DESCRIPTION OF EVALUATION CRITERIA	INDICATORS	SCORE
1. Company Profile with a description of the firm's organization; table with recent relevant experience in carrying out training/capacity building; profiles of the Technical staff proposed and their CVs; List of support staff with brief summary of their experience and roles in this assignment. This should be in a project Staffing Table.	<p>Firms' profile and organization tabulating experience in similar Assignments – 5%</p> <p>Summary Profiles of Technical Staff (Team Leader &amp; Assistant Team Leader) and CVs attached – 5%</p> <p>List of other support staff directly involved and or who will contribute to the completion of the assignment – 5%</p> <p>Project Staffing table included in the proposal – 5%</p>	20%
2. The firm's demonstration that it has a track record of not less than four (4) years of experience executing similar surveys in a developing country set-up with diverse geographic and ethnic/clan compositions. The consultancy firm should also list the scale of similar projects carried out in the recent past.	<p>List of similar Assignments undertaken in the recent past in developing country set up with diverse geographical and ethnic clan compositions – (5%)</p> <p>Scale of similar assignments completed in the past three (4) years in Somalia (include table with recent past experience in similar field - 5%</p>	10%
3. Description of Approach, Methodology and Work plan the Firm will use in carrying out the	<b>Assessment of the methodology to be used in the assignment</b> (Relevance, appropriateness and practicality): Approach – 5%	15%



assignment and obtain the required deliverables and outputs.	Methodology – 5% Work Plan – 5%	
4. Qualification and Experience of Team Leader and Assistant Team Leader proposed. Team Leader and Assistant Team Leader must be professional trainer, in legal and peace training with over 4 years relevant experience.	<b>Qualifications of Team Leader &amp; Assistant Team Leader:</b> Qualifications of the Team Leader in Law– 10% Qualifications of the Assistant Team Leader in law – 5% Minimum four (4) years relevant Experience – 10%	25%
5. <b>References from past clients in similar assignments:</b> At least three reference letters from a UN body or INGOs. Contacts of the referees: email addresses, telephone numbers and their names. IRC will contact these references as part of the technical evaluation of this proposal.	Three (3) References from UN bodies and or INGOs notarizing having carried out similar assignments for them:  <i>Relevant Experience Legal, peace and human rights – 10%</i>  <i>Experience in capacity building in Justice, peace and human rights – 5%</i>	15%
6. Timetable for completion of the Assignment: Timeline within which the consultant shall complete the assignment (attach work plan)	<b>Work plan detailing:</b> Sequence of each activity from start to end with time (days) to be spent in completing each activity) (15%)	15%
A. TECHNICAL PROPOSAL TOTAL SCORE	SUM OF EVALUATION CRITERIA 1-6	100%
B. FINANCIAL PROPOSAL TOTAL SCORE	SCORE = (LOWEST TOTAL BID/BID PRICE)*40%.	100%
A. TECHNICAL PROPOSAL SCORE	TECHNICAL PROPOSAL OUT OF 100% X 0.60 POINTS	60 POINTS
B. FINANCIAL PROPOSAL SCORE	FINANCIAL PROPOSAL OUT OF 100% X 0.40 POINTS	40 POINTS

*Table 1: The Evaluation Criteria has been aligned to the Terms of Reference.*

### **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 a contract to conduct Justice and non-Justice training consultancy. 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 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 a contract and perform its obligations satisfactorily.

## **22. 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 Kenyan Law if any.

## **23. Inspection/Review of Tools & Reports**

The Purchaser shall have the right to inspect the tools, reports and or any other outputs for this assignment in conformity to the Terms of Reference. The review will be done by the respective sector lead or any assigned staff in the department. In the future business relation, should any output fail to meet the standards outlined in the terms of reference, the Purchaser may reject them on advice by the relevant program lead at the Purchaser's sole discretion.

## **24. Price Schedules and Location**

Firms interested in the provision of the Consultancy services should note that the assignment will be carried out for Somalia programs. Consultants are advised to include any foreseeable and reasonable costs in their proposals. ***Meals, drinks, per diem and personal supplies will not be reimbursable expenses in the course of carrying out this assignment.***

## **25. 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.

## **VII. ANNEXES:**

ANNEX I: TERMS OF REFERENCE

ANNEX II: INTENT TO BID

ANNEX III: SUPPLIER INFORMATION FORM

ANNEX IV: IRC CONFLICT OF INTEREST AND SUPPLIER CODE OF CONDUCT.

## ANNEX I: TERMS OF REFERENCE

### SHORT TERM CONSULTANCY FOR TRAINING OF JUSTICE AND NON JUSTICE ACTORS (KARAN & HAWL WADAG DISTRICTS) SOMALIA



**Location:** Mogadishu, Somalia

**Timeline:** October 21<sup>st</sup> to 31<sup>st</sup> 2018

**Type of employee (see definitions below):** Consultant (National or International Firms)

#### 1. Background/IRC Summary

The IRC responds to the world's worst humanitarian crises and helps people whose lives and livelihoods are shattered by conflict and disaster to survive, recover, and gain control of their future. IRC was founded in 1933 in the United States to respond to the needs of people vulnerable to conflict around the world. Since then, it has expanded and evolved to become one of the world's leading humanitarian organisation. In 2016, more than 26 million people benefited from IRC programs and those of its partner organizations.

The IRC is currently implementing a three-year program (2018-2020) funded by the Swedish International Development and Cooperation Agency (SIDA) titled "Conflict Prevention and Peacebuilding Program in Somalia". This project is designed to address (1) the weak capacity of the formal and informal justice actors (duty bearers) in preventing and managing conflicts in ways that are in alignment with international protection standards and (2) community members' (right holders) lack of knowledge of their rights and entitlements to safe access to justice, referral pathways and inability to prevent and manage conflicts in a non-violent way. The project is implemented in two districts of Benadir Region; Karan and Hawl wadag.

**Main Goal:** The purpose of the TOR is to engage a consultant to conduct two separate trainings for individuals selected by IRC Somalia's Governance project. The aim of the trainings is to provide local government authorities, local leaders and justice actors in the project locations with critical knowledge, skills, and tools that will enable them to effectively provide justice and mitigate conflicts in ways that protect the human rights of the people.

**Scope of the consultancy:** The project intends to conduct two separate trainings;

1. **Local government officials and community leaders training (Topics) - 5 days**
  - Human rights principles especially of women, IDPs and youth
  - Formal and informal Justice System
  - Conflict Mitigation & Management
  - Alternative dispute resolution.
  - Paralegals - roles and responsibilities
2. **State justice actors (judges, clerks, police, prosecutors) training (Topics) – 5 Days**
  - Domestic and international laws and procedures (emphasizing women and child protection); gender sensitive
  - Case Management
  - Civil and criminal procedure as per Somali laws

- Informal courts- their pros and cons and how they can be strengthened to promote justice principles
- Connection between peace and justice

The Consultant should employ a multidimensional training methodology that will address the needs of different cadres of participants considering some are a lower level community (local leaders and local government officials) and others at superior levels (judges, clerks, police, prosecutors).

## **2. Methodology**

- The consultant should be able to demonstrate ability to achieve the above objectives through theoretical and most important, hands-on training of participants through use of participatory models and actual practical sessions suitable for adult learners.
- The Consultant should be able to provide specialized trainers who are knowledgeable in legal issues for the justice actors and conflict management and alternative dispute resolution mechanisms and human rights principles for the non-justice actors.
- The selected consultant will make a short presentation to the IRC's technical team. The presentation will focus on the firm's demonstration of understanding of the ToR, the training methodology (including work plan, budget), profile and any other key issues.

## **3. Education, Required Skills and Experience**

- The Consultant should be able to provide specialized trainers who are knowledgeable and have a Master's degree in Law for the justice actors training; the expert provided for the other training should also be educated in conflict management and alternative dispute resolution mechanisms, human rights principles and good governance preferably with a Master's degree qualification.
- Previous and preferably ongoing work experience in legal training and Peace and Human rights education is a bonus.
- The trainers are expected to have good analytical, training and communication skills.
- Knowledge of, and experience in the Somalia context is compulsory.

## **4. Minimum criteria for submission of the proposal for the BID**

- The consultant should submit a technical and a financial proposal and is expected to demonstrate that it has a track record of not less than three (3) years' experience executing similar assignments.
- Qualifications as specified in section (3) above.

## **5. Contractual issues**

### **The International Rescue Committee will cater for the following services**

- IRC will pay 100% the agreed consultancy fee upon completion of the trainings and submitting the training report and other deliverables to IRC's satisfaction at least two weeks after the end of the assignment.
- Take care of venue hire and facilitation of participant's allowance.
- Provide meals and refreshments to the participants.

The Consultant is expected to cover;

- Cost of travels(both flights and local travels, if any) to the training site;
- The cost of stationaries and printing services
- Take care of own security but should follow IRC Security protocol and advisories.
- Own accommodation and upkeep
- Participants end of training attendance certificates

#### **6. Consultant selection and conditions**

Selection of the preferred consultant will be based on a rigorous vetting process done by IRC based on technical capacity and reasonable cost of the proposal including a brief presentation to IRC's technical team on the methodology to be used for the training, composition of the consultancy team and in-depth understanding of these terms of reference.

#### **7. Documents of reference (To be availed by IRC)**

- Relevant project documents, data and reports as deemed necessary by the consultant/ consultancy firm.

#### **8. Others**

The consultant will work closely with IRC's Governance & Rights Coordinator and Senior Governance & Rights Manager and liaise closely with the Governance team at the field level.

#### **9. Deliverables**

The selected consultant shall be expected to deliver the following products before the data collection process:

In preparation of the field work, an inception report is presented, in which the consultant establishes:

- Provision of a comprehensive plan of activities/ work plan before commencement of training (for purposes of monitoring) including the Modules to be used.
- Pre and post test data collection tools.

#### **A final report in English which includes:**

- A comprehensive report that covers a detailed description of the training methodology including a summary of any challenges encountered/lessons learned and possible remedial measures to be taken; and a thorough description of the training outcomes that mentions the methods/tools used to evaluate participants' knowledge and skills gained. The report should be submitted to IRC within two days from the completion of the training (27<sup>th</sup> October 2018).
- The comprehensive report should also capture specifics of the training e.g. methods used to assess the level of knowledge of participants before and after the training and the impact made in terms of knowledge gained. Annexes to the report should include but not limited to;
  - Photographs if not embedded in the report;
  - Bibliography of consulted secondary sources;
  - Pre and post test tools used;
  - List of participants;

- Any other necessary information.
- Provide a specific post training competency based monitoring plan through which participants' ability to translate their theoretical skills into hands practice will be assessed.

### **How to apply**

Applicants should submit a detailed technical narrative and financial proposals in sealed envelope to IRC offices with address provided above.

### **The attachments to the proposal should include:**

- CVs of proposed consultant (s) and past performance references
- Cover letter outlining relevant experience and skills against qualifications listed.
- List of related publications/reports and or similar work conducted before.
- Summary budget to complete contract, including: 1) estimated total number of days required; 2) daily rate; 3) travel costs; accommodation, logistics and 4) any additional equipment & supplies costs.

## ANNEX II: INTENT TO BID



### 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 \_\_\_\_\_

Please fill in this questionnaire in order to permit the registration. Information given in this questionnaire will be handled confidentially.





*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: <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: \_\_\_\_\_

**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 form**

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 Name:
Signature:
Title:
Print Name:
Date:

Application Checklist	
Description	
✓ Submitted required documents- Page 2 No7	
✓ RFP -Product Annex 1 – filled, signed & stamped	
✓ Annex 2 – Intention to Bid , signed & stamped	
✓ Annex 3– Supplier Information Form Signed & stamped	
✓ Annex 4 – IRC Conflict of interest, Signed &stamped	

**THE END**