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Application for service contract

Contract notice: < Publication reference >

**• 12th Helen Keller World Conference •**

**From September 27th to October 7th 2021**

**·** Kenya, Nairobi **·**

**Please supply one signed** application by scanning your signature/stamp and inserting it in the final document.Your application must include a signed declaration using the annexed format. **All data included in this application must concern only the legal entity making the application.**

**All the document has to be sent in PDF.**

Please add one (1) documentation in PDF (brochures, letters etc.) to your application that gives a view of the services you offer.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. If the economic operator relies on other entities it must prove to the contracting authority that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility - notably that of nationality – and must comply with the selection criteria for which the economic operator relies on them. Furthermore, the data for this third entity for the relevant selection criterion should be included in the tender in a separate document. Proof of the capacity will also have to be provided when requested by the contracting authority. With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will perform the services for which these capacities are required. With regard to economic and financial criteria, the entities upon whose capacity the tenderer relies become jointly and severally liable for the performance of the contract.

1. **Submitted by (i.e. the identity of the candidate)**

|  |  |
| --- | --- |
| **Name(s) of legal entity making this application** | **Country of registration**  |
|  |  |

1. **Contact Person (for this application)**

|  |  |
| --- | --- |
| **Name** |  |
| **Organisation** |  |
| **Address** |  |
| **Telephone** |  |
| **Fax** |  |
| **e-mail** |  |

1. **Economic and Financial Capacity[[1]](#footnote-1)**

Please note that this information is not compulsory, we will still consider candidates who did not fulfil the table hereinafter, yet it would be an advantage for the candidate, if completed.

Please complete the following table of financial data based on your closed annual accounts and your latest projections. If annual accounts are not yet available for the current year, please provide your latest estimates in the columns marked with \*\*. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, please provide an explanation of the change as a footnote to the table). Any other clarification or explanation which is judged necessary may also be provided.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Financial data**Data requested in this table must be consistent with the selection criteria set in the contract notice | **2 years before last year[[2]](#footnote-2)****<**year**>****EUR** | **Year before last year2****<**year**>****EUR** | **Last year2****<**year**>****EUR** | **Average[[3]](#footnote-3)****EUR** | **[Current****Year****EUR]\*\*** |
| Annual turnover[[4]](#footnote-4), excluding this contract |  |  |  |  |  |

1. **Staff**

Please provide the following statistics on staff from July 1st ,2020.

|  |  |
| --- | --- |
| **Manpower** | **Number of employees** |
| Receptionists, front desk support staff |  |
| Conferences, meeting rooms management staff |  |
| Catering staff  |  |
| Audio-visual technicians  |  |
| Dedicated staff to welcome participants, orient and accompany them in the hotel, in particular persons with disabilities |  |
| Hotel security staff |  |
| Hotel medical emergency staff  |  |
| Bellboy/bellhop staff  |  |
| Any other relevant staff member  |  |
| Etc …[[5]](#footnote-5) |  |
| **Total** |  |

1. **Experience**

Please fill in the table below to summarise the main projects related to this contract carried out over the past three [3] yearsby the legal entity making this application. The number of references to be provided must not exceed 10 for the entire application. Candidates are allowed to refer either to projects completed within the reference period (although started earlier) or to projects not yet completed. In the first case the project will be considered in its whole if proper evidence of performance is provided (statement or certificate from the entity which awarded the contract, proof of final payment). In case of projects still on-going only the portion satisfactorily completed during the reference period (although started earlier) will be taken into consideration. This portion will have to be supported by documentary evidence (similarly to projects completed) also detailing its value.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Reference N°**  | **Project Title** | **Name of client** | **Country** | **Overall contract value (EUR)[[6]](#footnote-6)** | **Number of staff provided** | **Dates (start/end)** |
| … | … | … | … | … | … | … |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

1. **Declarations**

As part of the application, the legal entity must submit a signed declaration using the following format.

The declaration must be added to the application form, in **PDF**.

Moreover, the legal entity must submit a signed declaration on honour on exclusion and selection criteria.

FORMAT FOR THE DECLARATION REFERRED TO IN POINT 7

OF THE APPLICATION FORM

<Date>

The International Disability Alliance

150 route de Ferney, P.O Box 2100

CH1211 Geneva 2, Switzerland

**Your ref: < Publication reference >**

Dear Sir/Madam

In response to your contract notice < publication reference >, we, < name of legal entity >, confirm that we intend to submit a tender for the contract for the above if we are invited to do so.

We hereby declare that we:

1. confirm that we are not involved in any other application for the same contract, in any form (as a member, leader, in a consortium or as an individual candidate);
2. agree to abide by the **IDA Policy on Safeguarding and Management of Malpractice and Misconducts**, in annex of the application for service contract and by the **Ethic clauses** referred in the **section I of the** **following Annex : Ethic Clauses & Conflict of Interests** , have not been involved in the preparation of the project which is the subject of this tender procedure unless it is proved that the involvement in previous stages of the project does not constitute unfair competition, and have no professional conflicting interests and/or any relation with other candidates or other parties in the tender procedure or behaviour which may distort competition at the time of submission of this application according to the **section II of the** **following Annex : Ethic Clauses & Conflict of Interests**;
3. are not part of a group or network and have only included data in the application form concerning the resources and experience of our legal entity;
4. will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.
5. fully recognise and accept that if the above-mentioned persons participate despite being in any of the situations listed in the exclusion criteria referred in the **section III of the following Annex : Ethic Clauses & Conflict of Interests** or if the declarations or information provided prove to be false they may be subject to rejection from this procedure and that this information may be published on the website,
6. are aware that, for the purposes of safeguarding the IDA’s financial interests, our personal data may be transferred to internal audit services, to the Swiss authorities, IDA Statutory Auditors, the Sponsor Auditors (NORAD) or any other Auditors or public entities that might request those data.
7. We also undertake, if required, to provide evidence of our financial and economic standing and our technical and professional capacity according to the selection criteria for this call for tender specified in the contract notice, point 17.

**Ethic Clauses & Conflict of Interest**

*Annex Application Form*

# Ethic Clauses and Safeguarding policy

# The contractual obligations referred to in the present Annex must apply to the service provider, any of his sub-contractors and capacity providing entities, to associates and affiliated entities.

* The Service Provider must sign and adhere to the IDA Safeguarding Policy, included in the present application package
* The service provider must at all time act **impartially and as a faithful adviser** in accordance with the code of conduct of its profession.
* The service provider must refrain from any relationship likely to give rise to a conflict of interest compromising its independence or that of its staff.
* Ensure the highest standards of behaviour from representatives and minimizing the risk of abusers impacting IDA, IDA stakeholders and IDA’s work;
* The service provider and its staff are bound to maintain **professional secrecy** for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the service provider during the performance of the contract are **strictly confidential**.
* **Respect human rights, environmental legislation and core labour standards**. The service provider and its staff must comply with human rights. Tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).
* **Keep children and adults safe and ensure their integrity and the full respect of their human rights**: Sexual exploitation and abuse, child abuse, harassment and bullying are prohibited and represents a serious breach to IDA’s code of conduct, statutes and internal rules. Indication that IDA is linked to any such practice would seriously damage IDA’s reputation - undermining its role, legitimacy and credibility as an alliance representing the estimated 1 billion persons with disabilities worldwide.
* **Sexual exploitation and child abuse**: The service provider is prohibited from committing acts of sexual exploitation and sexual abuse. There will be zero tolerance of sexual exploitation or abuse of adults or children. Sexual exploitation and sexual abuse constitute acts of serious misconduct.
* **Harassment and bullying:** Every human being has a right to be treated with dignity and respect. Behaviour that is derogatory or displays unduly or unreasonably negative attitudes towards others, however subtly conveyed, is unacceptable and will not be tolerated. All incidents of discrimination, bullying, harassment or other inappropriate behaviour that shows lack of respect for others or leads to people feeling uncomfortable or threatened will be taken very seriously.
* **Combat harmful and illegal practices**, including but not limiting to: trafficking, exploitation, harmful practices, fraud, misconduct, bullying harassment, violence and abuse.
* **Anti-corruption and anti-bribery**: The service provider must comply with all international and local applicable laws and regulations and codes relating to anti bribery and anti-corruption.
* IDA reserves the right to suspend or terminate the contract if corrupt practices of any kind are discovered at any stage of the award process or implementation of the contract and if the service provider fails to take all appropriate measures to remedy the situation.
* For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority.
* Corrupt practices may also include unusual commercial expenses that are not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified, or commission paid to a company that looks like a front company.
* Third parties who fail to comply with this policy will have their agreements and/or contracts with IDA terminated. IDA may also seek restitution or prosecution or other legal remedies.
* **Payments**: The service provider may not accept any payment connected with the contract other than that provided for therein. The service provider and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority.

**Consequences of non-compliance with the ethical clauses and code of conduct**

Failure to comply with the aforementioned contractual obligations constitutes a breach of the contract and a grave professional misconduct that may **lead to immediate suspension or termination of the contract** **without prejudice to further administrative sanctions and exclusion from future calls for tenders.**

# Conflict of interest

* **Conflict of interest for the contracting authority**

A conflict of interest exists where the impartial and objective exercise of the authorising officer

(namely, any financial actor including national authorities) is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect personal interest. The situation of conflict of interest applies to persons in charge of the procedure as well as to persons involved in the opening and evaluation phases.

* **Grave professional misconduct**

All wrongful conduct that denotes a wrongful intent or gross negligence. It encompasses the violation of applicable laws or regulations or ethical standards of the profession to which the service provider belongs, and any wrongful conduct that has an impact on the professional credibility of the service provider.

Specific situations that qualify as 'grave professional misconduct and not as conflict of interests :

* influence of the decision-making of the contracting authority during a procurement procedure;
* agreement with other operators in order to distort competition;
* obtain confidential information that may give it undue advantages in the procedure.
* **Distortion of competition**

The service provider can be rejected from the subsequent procedure when the service provider, its staff or sub-contractors, such as expert(s), were involved in the preparation of procurement documents and this entails a distortion of competition that cannot be remedied otherwise.

* **Professional conflicting interests.**

Professional conflicting interest that negatively affects the service provider capacity to perform a contract. Where a conflict of interest might occur with regard to on-going contracts, the service provider must immediately inform the contracting authority and measures must be adopted to prevent or to resolve such a conflict, including terminating the contract if necessary. If the operator is in such a situation, the corresponding tender is rejected.

# Exclusion criteria

* ***Bankruptcy, subject to insolvency, winding-up procedures or financial blockade.***

· where its assets are being administered by a liquidator or by a court,

· where it is in an arrangement with creditors,

· where its business activities are suspended,

· or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;

* ***Breach of obligations*** relating to the payment of taxes or social security contributions and other public duties in accordance with the applicable law and regulations of the Republic of Kenya.
* ***Guilt of grave professional misconduct*** by violation of applicable laws or regulations or ethical standards of the profession to which the economic operator belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes a wrongful intent or gross negligence, including, in particular, any of the following :

· fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;

· entering into agreement with other economic operators with the aim of distorting competition;

· violating intellectual property rights;

· attempting to influence the decision-making process of the contracting authority during the procurement procedure;

· attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;

· professional conflicting of interest;

* ***Guilt of any of the following:***

· fraud ;

· corruption, bribery;

· conduct related to a criminal offence acts as a member of an organized criminal group;

· money laundering or terrorist financing;

· terrorist-related offences or offences linked to terrorist activities;

· child labour or other forms of trafficking in human beings;

· irregularity with its registration to the competent authorities or permit validity to perform the activity in the country related to this tender

· creating an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business.

1. **Statement**

I, the undersigned, the authorised signatory of the above candidate, hereby declare that we have examined the contract notice for the restricted tender procedure referred to above. If our application is short-listed, we fully intend to submit a tender to provide the services requested in the tender dossier.

We understand that entities upon whose capacity we rely with regard to economic and financial criteria, become jointly and severally liable for the performance of the contract.

Signed on behalf of the candidate

|  |  |
| --- | --- |
| **Name** |  |
| **Signature** |  |
| **Date** |  |

1. Natural persons must prove their capacity in accordance with the selection criteria and by the appropriate means. [↑](#footnote-ref-1)
2. Last year = last accounting year for which the entity's accounts have been closed. [↑](#footnote-ref-2)
3. Amounts entered in the ‘Average’ column must be the mathematical average of the amounts entered in the three preceding columns of the same row. [↑](#footnote-ref-3)
4. The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year. [↑](#footnote-ref-4)
5. Add /delete additional lines and/or rows as appropriate. [↑](#footnote-ref-5)
6. The effect of inflation will not be considered. [↑](#footnote-ref-6)