

# REQUEST FOR PROPOSAL

**Accompanying ICRC Water & Habitat Projects  
Development, Steering and Technical Support**

**RfP GVA21/0047  
April 2021**



**ICRC**

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## ANNEXURES

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- TOR A 1 - Benghazi RFP Sanitation Masterplan Study
- TOR A 1 - Benghazi Technical ToR Sanitation Master Plan
- TOR A 2 - Concept note Diffa
- TOR A 3 - Vision Urban Water
- TOR A 4 - Moyale RfP Master Plan Consultancy
- TOR A 4 - Moyale ToR

## INVITATION LETTER

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Dear Sir/Madam,

**Subject: Request for Proposal GVA21/0047 - Provision of Consultant Services** for Project Development, Project Steering and Technical Support in relation to various Infrastructure projects in the Water Sector and Construction Projects in the Health Sector to be implemented in various countries.

The International Committee of the Red Cross (ICRC) is an independent, neutral organization ensuring humanitarian protection and assistance for victims of war and other situations of violence.

[Report: Joining forces to secure water and sanitation in protracted crises | ICRC](#)

The ICRC is pleased to invite prospective bidders to submit a proposal in accordance with the requirements and process as set out in this Request for Proposal (“RFP”).

The RFP consists of the following:

- This Invitation Letter;
- RFP Particulars (Section I);
- Instructions to Bidders (Section II);
- Evaluation Method and Criteria (Section III);
- Returnable Proposal Schedules (Section IV);
- ICRC Contract for Consultant Services for Works (the “**Contract**”) (Section V).

If you are interested in submitting a proposal in response to this RFP, kindly send us a confirmation before the Monday 3rd of May 2021.

In this case, please prepare your proposal in accordance with the requirements and process as set out in this RFP and submit it to ICRC by the Deadline (**Monday 17th of May 2021**) for Proposal Submission set out in the RFP Particulars in Section I of the RFP.

Do not hesitate to contact us if you have any question. We look forward to receiving your proposal.

Your faithfully



**Laurent Wismer**

Water and Habitat Lead Buyer  
International Committee of the Red Cross  
19, avenue de la Paix  
1202 Geneva, Switzerland  
Tel N° +41 22 7303488

## SECTION I – RFP PARTICULARS

Services (Article 1) <sup>1</sup>	The Services <b>Consultant Services for Project</b> Development, Project Steering and Technical Support <b>in relation to</b> various Infrastructure projects in the Water Sector and Construction Projects in the Health Sector <b>to be implemented in</b> various countries as further described in Returnable Proposal Schedule 1 (Terms of Reference).
Contact for correspondence, notifications and requests for clarifications (Article 1)	All correspondence, notifications and requests for clarifications in relation to this RFP shall be sent to:  Laurent Wismer International Committee of the Red Cross WatHab Lead Buyer, GVA LOG PURCH FD gva_logpurchengineering_services@icrc.org Tel N° +41 22 7303488
Bidder Eligibility (Article 4)	No nationalities are excluded from submitting a proposal.
Clarifications (Article 8)	Requests for clarification from bidders will not be accepted any later than one week before the Deadline for Proposal Submission.  Responses to requests for clarification will not be submitted online but will be communicated to bidders directly.
Clarification Meetings (Article 9)	A clarification meeting shall not be held.
Site Inspection (Article 10)	Not applicable
Proposal validity period (Article 13)	Proposals shall remain valid for acceptance by ICRC for 120 days from the Deadline for Proposal Submission.
Partial Proposals (Article 14)	Consultants may decide to bid for one, several or all the lots. However for each lot a comprehensive proposal must be submitted  For bidding on several lots, the following Returnable Proposal Schedules can be submitted jointly for all the lots  3 Bidders Details

<sup>1</sup> The articles in the left column refer to the clauses of the Instructions to Bidders (Section II below).

	<p>6 Capacity Experience, Work in Hand and Completed.</p> <p>7 Key Personnel</p> <p>13 Conflict of Interests</p> <p>14 Dispute details</p> <p>15 Addendum to the RFP</p> <p>16 Financial Proposal</p> <p>And the following RPS must be submitted individually for each lot</p> <p>2 Proposal Form</p> <p>4 Comments on the Terms of Reference</p> <p>5 Outline Statement of Proposed Methods</p> <p>8 Proposed Sub-Contractors</p>
Alternative proposals (Article 15)	Alternative proposals will NOT be evaluated.
Proposal security (Article 16)	No proposal security is required.
Proposal Currenc(ies) (Article 17)	<p>Prices shall be quoted in Swiss Francs or Euro.</p> <p>United States Dollars are not accepted but an indexed price can be requested.</p> <p>Pricing comparison will be done at ICRC rate of the month.</p>
Duties and Taxes (Article 18)	All proposals shall be submitted net of any direct taxes
Language of proposals (Article 20)	All proposals, information, documents and correspondence exchanged between ICRC and the bidders in relation to this bid process shall be in English
Deadline for Proposal Submission (Article 21)	All proposals must be received by ICRC by 12:00 pm (noon) Geneva Time on <b>Monday 17th of May 2021</b>
Proposal Submission (Article 23)	<p>Proposals must be submitted as follows:</p> <p>By e-mail to secure proposal e-mail address:  <a href="mailto:gva_logpurchengineering_services@icrc.org">gva_logpurchengineering_services@icrc.org</a>, as detailed below by the  Deadline for Proposal Submission.</p>

		<p>The Technical and Financial Proposals shall be sent in one or several e-mail not exceeding <b>6 Megabytes</b>. Should the proposal be over 18 Mb, a link for downloading the additional heavy files can be proposed.</p> <p>The e-mail subject line shall read          "Proposal - RFP GVA210047 - Accompanying ICRC Water &amp; Habitat Projects – Name of the company"</p> <p><b>PLEASE DO NOT SEND THE E-MAILS WITH YOUR PROPOSAL TO ANY OTHER E-MAIL ADDRESS DIFFERENT FROM THE SECURE PROPOSAL E-MAIL ADDRESS.</b></p>
Opening Proposals (Article 24)	of	Not Applicable



## **SECTION II – INSTRUCTIONS TO BIDDERS**

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### **1. INFORMATION FOR BIDDERS**

Bidders are invited to submit a proposal for the services described in the RFP, in particular in Section I (RFP Particulars), Returnable Proposal Schedule 1 (Terms of Reference) and Section V (ICRC Contract for Consultant Services for Works).

All correspondence, notification and proposals in relation to this RFP shall be sent to the contact person and address set out in the RFP Particulars in Section I (RFP Particulars). Please note that the address for Proposal Submission may be different.

### **2. INTERPRETATION OF THE RFP**

This RFP is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights.

No binding contract, including a process contract or other understanding or arrangement, will exist between the bidder and ICRC and nothing in or in connection with this RFP shall give rise to any liability on the part of ICRC unless and until the Contract is signed by ICRC and the successful bidder.

### **3. AMENDMENTS TO THE RFP**

Prior to the Deadline for Proposal Submission, ICRC may at its discretion modify the bidding documents by way of a written addendum. All written addenda to the bidding documents shall form part of the RFP.

In the event ICRC modifies the RFP, ICRC will notify in writing all bidders that have received the RFP from ICRC of such modification.

In order to give the bidders reasonable time to take such modification into account, ICRC may extend the Deadline for Proposal Submission as may be appropriate under the circumstances.

### **4. BIDDER ELIGIBILITY**

A bidder may be a private, public or government-owned legal entity or any association, including a joint venture or consortium with legal capacity to enter into a binding contract with ICRC.

A bidder, and all parties constituting the bidder, may have the nationality of any country with the exception of the nationalities, if any, listed in the RFP Particulars in Section I.

A bidder shall not be eligible to submit a proposal if and when at the time of proposal submission, the bidder has been suspended or declared ineligible by ICRC or does not comply with any additional requirements as may be set out in the RFP Particulars in Section I.

If a bidder does not have all the expertise required for the provision of the Services to be provided under the Contract, such bidder may submit a proposal in association with other entities, particularly with an entity in the country where the works are to be implemented. An entity may not submit more than one proposal in response to this RFP, whether alone or in association with other entities (except for alternative proposals, if so provided in the RFP Particulars in Section I).

In the case of a joint venture, consortium or association:

- (i) All parties of such joint venture, consortium or association shall be jointly and severally liable to ICRC for any obligations arising from their proposal and the Contract that may be signed with them as a result of this RFP;
- (ii) The proposal shall clearly identify the designated entity designated to act as the contact point to deal with ICRC. Such entity shall have the authority to make decisions binding upon the joint venture, association or consortium during the bidding process and, in the event that a contract is awarded, during the duration of the contract; and
- (iii) The composition or the constitution of the joint venture, consortium or association shall not be altered without the written prior consent of ICRC.

## **5. ERRORS, OMISSIONS OR CHANGES**

Bidders shall immediately notify ICRC in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFP, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

Bidders shall immediately notify ICRC in writing of any material changes regarding the information provided in the proposal to ICRC which may occur after submission of the proposal.

## **6. BIDDERS' RESPONSIBILITY TO INFORM THEMSELVES & ACKNOWLEDGEMENT**

Bidders shall be responsible to inform themselves in preparing their proposal. In this regard, bidders shall ensure that they:

- (i) examine and fully inform themselves in relation to all aspects of the RFP, including the Contract and all other documents included or referred to in this RFP;
- (ii) review the RFP to ensure that they have a complete copy of all documents;
- (iii) obtain and examine all other information relevant to the project and the scope of the services available on reasonable enquiry;
- (iv) verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or site inspection or any discussion with ICRC, its employees or agents;
- (v) attend any Clarification Meeting or Site Inspection under this RFP;
- (vi) fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the provision of the services; and
- (vii) form their own assessment of the nature and extent of work required to execute the services and properly account for all work in their proposal.

Bidders acknowledge and agree that the RFP does not purport to contain all relevant information in relation to the services and is provided solely on the basis that bidders shall be responsible for making their own assessment of the matters referred to in the RFP, including the Contract (see Section V).

Bidders acknowledge and agree that ICRC, its directors, personnel and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this RFP or any other information provided to the bidders.

## **7. ICRC CONTRACT FOR CONSULTANT SERVICES**

Bidders shall be willing to sign the Contract (see Section V), without departure, qualification, amendment, limitation or exclusion should they be selected as a result of this bid process.

## **8. CLARIFICATION OF THE RFP**

Bidders may request clarification of the RFP or bid process by submitting a written request to the contact stated in the RFP Particulars in Section I up to the time stated in the RFP Particulars in Section I and thereafter requests for clarification will not be accepted.

ICRC shall gather all requests for clarification and may respond in writing to all such requests at the same time. Responses to requests for clarification shall be communicated to all bidders that received the RFP directly from ICRC if the RFP was not available online, and/or, if the RFP was available online or if stated in the RFP Particulars in Section I, responses will be posted online without disclosing the names of the bidders who submitted the requests for clarification.

## 9. CLARIFICATION MEETING

Unless otherwise instructed in writing by ICRC, a clarification meeting will only be held if stated in the RFP Particulars in Section I, at the time and place and in accordance with any instructions set out in the RFP Particulars in Section I. As specified in the RFP Particulars in Section I (Article 9), attendance to the clarification meeting is mandatory or is strongly encouraged to avoid the risk of non-compliant proposals.

The names of representatives of bidders who will attend the clarification meeting shall be submitted in writing by bidders to the ICRC contact person listed in the Proposal Particulars in Section I, including the full name and position of each representative at least 24 hours before the clarification meeting is to be held.

ICRC will not issue any formal answers to questions from bidders regarding the RFP or bid process during the clarification meeting. All questions shall be submitted in accordance with Article 8.

The clarification meeting shall be conducted for the purpose of providing background information only. Bidders shall not rely upon any information, statement or representation made at the clarification meeting unless that information, statement or representation is confirmed by ICRC in writing.

ICRC shall prepare minutes of the clarification meeting and communicate them in writing directly to all bidders which received the RFP documents directly from ICRC if the RFP was not available online, and/or, if the RFP was available online or if stated in the RFP Particulars in Section I, the minutes will be posted online without disclosing the names of the bidders who attended the clarification meeting, shortly after the clarification meeting.

## 10. SITE INSPECTION

Unless otherwise instructed in writing by ICRC, a site visit will only be held if stated in the RFP Particulars in Section I, at the time and place and in accordance with any instructions set out in the RFP Particulars in Section I. As specified in the RFP Particulars in Section I (Article 10), attendance to the site inspection meeting is mandatory or strongly encouraged to avoid the risk of non-compliant proposals.

Bidders participating in a site inspection shall be responsible for:

- (i) should any construction activity be undertaken on site, arranging for and wearing personal protective equipment, including at a minimum safety helmets, boots and reflective vests; and
- (ii) making and obtaining any visa arrangements that may be required for the bidders to participate in a site inspection.

Prior to attending a site inspection, bidders shall execute an indemnity and a waiver releasing ICRC in respect of any liability that may arise from:

- (i) loss of or damage to any real or personal property;

- (ii) personal injury, disease or illness to, or death of, any person;
- (iii) financial loss or expense, arising out of the carrying out of that site inspection; and
- (iv) transportation by ICRC to the site (if provided) as a result of any accidents or malicious acts by third parties.

ICRC will not issue any formal answers to questions from bidders regarding the RFP or bid process during a site visit. All questions shall be submitted in accordance with Article 8.

A site visit will be conducted for the purpose of providing background information only. Bidders shall not rely upon any information, statement or representation made at a site visit unless that information, statement or representation is confirmed by ICRC in writing.

## 11. CONTENT OF PROPOSAL SUBMISSIONS

### 11.1 Returnable Proposal Schedules

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Proposals shall include only a fully completed and dated set of the Returnable Proposal Schedules, including only the information required by each Returnable Proposal Schedule, either completed on the Returnable Proposal Schedule document or annexed to the document, as the case may be, each signed in accordance with Article 19 by a person authorised by the bidder to bind it. The Returnable Proposal Schedules are set out in Section IV.

### 11.2 Other Information

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Proposals submitted shall only include information required to be submitted in accordance with the RFP.

## 12. REMUNERATION FOR AND COSTS OF PROPOSALS

Bidders shall not be entitled to any remuneration or compensation for the preparation and submission of their proposal.

Bidders acknowledge that their participation in any stage of the bid process for this RFP is at the bidders' own risk and cost. ICRC shall not be responsible for any costs or expenses incurred by bidders in the preparation and submission of proposals or participation in the bid process, including any clarification meeting or site inspection.

ICRC is not liable to bidders for any costs, expense or loss on any legal, contractual, quasi contractual or restitutionary basis incurred or suffered in connection with the RFP or bidders' participation in the bid process, including where:

- (i) clarifications and addenda are provided or not provided to bidders;
- (ii) a bidder is not selected or not engaged to provide the services;
- (iii) ICRC varies, terminates, suspends or delays any aspect of the bid process or conducts another process in its place;

- (iv) ICRC elects not to proceed with the RFP in whole or in part; or
- (v) ICRC exercises any rights under the RFP.

### 13. PROPOSAL VALIDITY PERIOD

Proposals shall remain valid for acceptance by ICRC for the entire period set out in the RFP Particulars in Section I. A proposal valid for a shorter period of time shall be rejected.

Prior to expiration of the proposal validity period, ICRC may request in writing that the bidders extend the validity of their proposals with the same conditions. The proposal of bidders who decline to extend the validity shall become disqualified as no longer valid.

### 14. PARTIAL PROPOSALS

Bidders shall respond to all applicable Returnable Proposal Schedules and shall bid for the entire required services. ICRC will NOT accept proposals for one or several parts of the services only.

### 15. ALTERNATIVE PROPOSALS

Alternative proposals will not be evaluated unless stated otherwise in the RFP Particulars in Section I.

If a bidder submits an alternative proposal, it shall mark the original proposal as “Initial Proposal” and any subsequent proposal as “Alternative Proposal”.

If the RFP Particulars in Section I do not state that alternative proposals may be evaluated, and a bidder submits more than one proposal:

- (i) All proposals marked as “Alternative Proposal” will be disqualified and only the proposal marked as “Initial Proposal” will be evaluated; or
  - (ii) All proposals will be rejected if no indication is provided as to which proposal is the original proposal and which is/are the alternative proposal(s).
- If:
- (i) the RFP Particulars in Section I state that alternative proposals may be evaluated;
  - (ii) the bidder has submitted an Initial Proposal and an Alternative Proposal which meets the requirements of this Article 15; and
  - (iii) the bidder's Initial Proposal has been evaluated and that bidder has been assessed as the preferred bidder,

then ICRC may consider, entirely in its own discretion, the Alternative Proposal of the preferred bidder.

## **16. PROPOSAL SECURITY**

Unless stated otherwise in the RFP Particulars in Section I, the bidders shall not provide any proposal security.

## **17. PROPOSAL CURRENCY(S)**

Rates in the proposals shall be quoted in the currency(ies) stated in the RFP Particulars in Section I. If applicable, for comparison and evaluation purposes, ICRC will convert the proposal rates into Swiss Francs (CHF) at the ICRC reference rate of exchange in force at the time of the Deadline for Proposal Submission.

Proposal rates shall be fixed. Proposal with adjustable Proposal rates shall be disqualified.

## **18. DUTIES AND TAXES**

All proposals shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in the RFP Particulars in Section I.

## **19. PROPOSAL FORMAT**

A proposal shall contain no interlineations, erasures, or overwriting. If necessary to correct errors made by a bidder, hand written corrections to the proposal may be made before the submission and/or the Deadline for Proposal Submission. In this case, such corrections shall be initialed by the person or persons who signed the proposal.

Proposals shall be signed by the person authorized to do so in Returnable Proposal Schedule 2 – Proposal Form (see Section IV). That person shall be authorized by the bidder to bind the bidder. A copy of such authorization shall be submitted along with the proposal.

## **20. LANGUAGE OF PROPOSALS**

All proposals, information, documents and correspondence exchanged between ICRC and the bidders in relation to this proposal process shall be in the language set out in the RFP Particulars in Section I.

Supporting documents may be submitted in their original language. If such language is different from that set out in the RFP Particulars in Section I, the supporting documents shall be submitted together with a translation of the supporting documents' relevant excerpts.

## **21. DEADLINE FOR PROPOSAL SUBMISSION**

All proposals shall be received by ICRC by no later than the time and date set out in the RFP Particulars in Section I. It shall be the sole responsibility of the bidders to ensure that their proposal is received by the Deadline for Proposal Submission.

Proposals submitted after the Deadline for Proposal Submission shall be rejected.

## **22. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF PROPOSALS**

Prior to the Deadline for Proposal Submission, a bidder may withdraw, substitute, or modify its proposal after it has been submitted by sending a written notice to ICRC. After the Deadline for Proposal Submission, however, the proposals shall remain valid and open for acceptance by ICRC for the entire Proposal Validity Period, as may be extended.

Proposal for which withdrawal has been requested prior to the deadline for submission of the proposals shall be made available for collection by the bidder that submitted it within 15 days of its withdrawal. Otherwise, ICRC shall have the right to discard such proposal unopened without further notice to the bidder. ICRC shall not be responsible to return the proposal to the bidder at ICRC costs.

## **23. PROPOSAL SUBMISSION**

All proposals shall be submitted to ICRC in accordance with the requirements set out in this RFP.

Proposals that are not submitted in accordance with the provisions set out in this RFP shall be rejected.

## **24. OPENING OF PROPOSALS**

Proposals will be opened at the time and location, and in accordance with the requirements set out in the RFP Particulars in Section I, if any.

## **25. EVALUATION METHOD AND CRITERIA**

ICRC shall evaluate proposals and select a preferred bidder pursuant to Section III of this RFP.



## 26. OTHER ICRC RIGHTS

Subject to Section III of the RFP, ICRC shall have no obligation to accept any proposal, including the proposal with the lowest price.

ICRC may, in its absolute discretion, do all or any of the following:

- (i) require additional information from bidders;
- (ii) change the structure and timing of the RFP;
- (iii) alter, terminate, suspend or defer the bid process or any part of or activity in it;
- (iv) organise any site inspections or clarification meetings;
- (v) request, attend or observe any product, plant, equipment or other demonstration, trial or test, provided ICRC acts reasonably in so doing;
- (vi) abandon, cancel or otherwise not proceed with the bid process at any time prior to the signature of the Contract, without any liability toward the bidders and without providing any reason or notice to bidders.

## 27. COLLECTION OF REJECTED OR UNSUCCESSFUL PROPOSALS

ICRC shall not return any rejected or unsuccessful bids to the bidders, except for late proposals, which will be available for collection by the bidders within fifteen days of the rejection.

## 28. CONFIDENTIALITY

All information and documents provided to the bidders by ICRC shall be treated as confidential by the bidders and shall:

- (i) remain the property of ICRC;
- (ii) not be used for any purpose other than the purpose of preparing a proposal.

All information and documents provided to the bidders by ICRC shall not be disclosed to any third party, except:

- (i) with the prior written consent of ICRC;
- (ii) where the third party is assisting a bidder in preparing the bid, provided the bidder has previously ensured that third party's adherence to this duty of confidentiality;

- (iii) if the information or documents is/are at the time of this RFP lawfully in the possession of the bidder through a party other than ICRC;
- (iv) if required by law, and provided that the bidder has previously informed ICRC in writing of its obligation to disclose the information or documents and provided further that any such disclosure is limited to the minimum extent necessary to comply with the legal requirement; or
- (v) if the information is generally and publicly available other than as a result of breach of confidence by the person receiving, or having received, the information.

## 29. ETHICS AND CORRUPT PRACTICES

ICRC requires that all bidders observe the highest standard of ethics during the entire bid process, as well as the duration of any contract that may be signed as a result of this bid process. Therefore, all bidders shall represent and warrant that they:

- (i) have not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the bid process and any contract that may be signed as a result of this bid process;
- (ii) have no conflict of interest that would prevent them from entering into a contract with ICRC, and shall have no interest in other bidders or parties involved in this bid process or in the project underlying this bid process;
- (iii) have not engaged, or attempted to engage, in any Corrupt Practices in connection with this bid process or the contract that may be awarded as a result of this bid process. For the purposes of this provision, "Corrupt Practices" shall mean any of the following:
  - *bribery*: the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring the services, or executing contracts;
  - *extortion or coercion*: the act of attempting to influence the process of procuring the services, or executing contracts by means of threat of injury to person, property or reputation;
  - *fraud*: the misrepresentation of information or facts for the purpose of influencing the process of procuring the services, or executing the contracts, to the detriment of ICRC or other participants; or
  - *collusion*: the agreement between bidders designed to result in proposals at artificial rates that are not competitive.

In the event that a bidder fails to comply with any of the above representations and warranties, ICRC shall have the right to reject the proposal submitted by such bidder, and to terminate any contract that may have been signed as a result of this bid process immediately upon notice, without any liability for termination charges or any other liability of any kind of ICRC. In addition, the bidder may be precluded from doing business with ICRC in the future.

### 30. AUDIT

Any bidder participating in this bid process shall agree to cooperate with ICRC Global Compliance Office as well as with any other investigation units authorized by ICRC to investigate any allegation of misconduct, and in particular any allegation of a breach of Article 29 above, in connection with this bid process or any contract that may be awarded as a result of this bid process.

In cooperating with ICRC, the bidders shall give access to ICRC, upon written request, to all employees, representatives, agents and assignees, as well as to all documents, records and other elements of the bidder that may be required to conduct such investigation.

The failure of a bidder to comply with any of the above representations and warranties shall give ICRC the right to disqualify the proposal submitted by such bidder, and to terminate any contract that may have been signed as a result of this bid process immediately upon notice, without any liability for termination charges or any other liability of any kind of ICRC. In addition, the bidder may be precluded from doing business with ICRC in the future.

### 31. BID PROTEST

Any bidder that believes to have been unjustly treated in connection with this bid process or any contract that may be awarded as a result of such bid process may submit a complaint to ICRC Global Compliance Office in Geneva. (<https://icrc.integrityplatform.org/>).

## **SECTION III – EVALUATION METHOD AND CRITERIA**

---

The selection of the preferred bidder will be based on a cumulative analysis, analysing all relevant costs, risks and benefits of each proposal throughout the whole life cycle of the services and in the context of the project as a whole. The lowest priced proposal will not necessarily be accepted.

Proposals will be evaluated according to a three-step procedure:

- First, upon opening of the proposals, ICRC shall proceed to a preliminary examination of the proposal. ICRC may reject any proposal during the preliminary examination which does not comply with the formal requirements set out in this RFP, without further consultation with the bidder.
  
- Second, proposals that passed the preliminary evaluation shall be evaluated for technical quality based on the Technical offer documents. Technical criteria may include elements such as :
  - technical expertise and experience;
  - quality of the proposed methodology;
  - proposed duration of the services; and
  - capacity, resources and key personnel.

**The maximum number of points that a bidder may obtain for the Technical proposal is 70 points. To be technically compliant, bidders must obtain a minimum of 50 points.**

- Finally, the financial part of proposals that are found to be technically compliant shall be evaluated.

**The maximum number of points that a bidder may obtain for the Financial proposal is 30.**

**The total score obtained in both Technical and Financial proposals will be the final score for proposal. The proposal obtaining the overall highest score will be considered as the winning proposal.**

This proposal will be considered to be the most responsive to the needs of ICRC in terms of value for money.

ICRC may request clarification or further information in writing from the bidders at any time during the bid process. The bidders' responses shall not contain any changes regarding the substance (including the rates) of their proposal.

ICRC may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account.

## 1. Evaluation Criteria

The details of the evaluation process are summarized in the table below :

N°	Name	Instructions	Evaluation		
			Pre.	Tech.	Fin.
1	Terms of Reference	Informative document – not to be included in Proposals	-	-	-
2	Proposal Form	Evaluation document – to be included in the Technical proposal	C & C	-	-
3	Bidders Details	Evaluation document – to be included in the Technical proposal	C & C	-	-
4	Comments on the Terms of Reference	Technical document – to be included in the Technical proposal	C & C	-	-
5	Outline Statement of Proposed Methods	Technical document – to be included in the Technical proposal	P / F	Points	-
6	Capacity Experience, Work in Hand and Completed.	Technical document – to be included in the Technical proposal	P / F	Points	-
7	Key Personnel	Technical document – to be included in the Technical proposal	P / F	Points	-
8	Proposed Sub-Contractors	Technical document – to be included in the Technical proposal	P / F	Points	-
9	Insurances	Informative document – not to be included in Proposals	-	-	-
10	Pledge of Discretion	Informative document – not to be included in Proposals	-	-	-
11	Security in the Field	Informative document – not to be included in Proposals	-	-	-
12	Rules to be followed by Individuals who work for ICRC	Informative document – not to be included in Proposals	-	-	-
13	Conflict of Interests	Evaluation document – to be included in the Technical proposal	C & C	-	-
14	Dispute details	Evaluation document – to be included in the Technical proposal	C & C	-	-
15	Addendum to the RFP	Evaluation document – to be included in the Technical proposal	C & C	-	-
16	Financial Proposal	Financial document – to be included in the Financial Proposal	P / F	-	Points

With the following evaluation systems :

**P / F** : “Pass or Fail” – The document shall be present in the bid, and filled comprehensively and clearly.

**If a proposal fails a “pass fail” criteria listed below it will be disqualified and will be subject to no further evaluation.**

**C & C** : “Check & Clarify” – The document shall be present in the bid, and filled comprehensively and clearly. Non-compliance with “Check and Clarify” evaluation criteria may be rectified by the bidders upon request by ICRC.

**ICRC is not bound to ask for clarifications if a document is not properly filled. Instead, ICRC may decide to disqualified it.**

Points : the document will be attributed a number of points as per the evaluation grid described in the Section 1.2 (Technical Evaluation Criteria) below .

## 1.1 Preliminary Evaluation Criteria

---

Upon opening of the proposals, ICRC shall proceed to a preliminary examination of the proposals. ICRC may reject any proposal during the preliminary examination which does not comply with the formal requirements set out in this RFP, without further consultation with the bidder.

Proposals which are incomplete, frivolous, clearly not competitive or contain material deviations from or reservations to the terms of the Contract may, in ICRC absolute discretion, be rejected or excluded from further consideration at any time during the evaluation, including after preliminary examination. A bidder may not be permitted to correct or withdraw material deviations or reservations in a proposal after the Deadline for Proposal Submission.

**Each Returnable Proposal Schedules will be evaluated in the Preliminary evaluation as per the table above.**

## 1.2 Technical Evaluation Criteria

---

Technical proposals will be evaluated as per the following criteria :

- Quality of the proposed methodology (40 points), based on information presented in :
  - Returnable Proposal Schedule 4 – Comments on the Terms of Reference;
  - Returnable Proposal Schedule 5 – Outline Statement of Proposed Methods;
- Experience of the Consultant (15 points), based on information presented in :
  - Returnable Proposal Schedule 6 – Capacity Experience, Work in Hand and Completed.
- Quality of the proposed team (15 points), based on information presented in :
  - Returnable Proposal Schedule 7 – Key Personnel;

- Returnable Proposal Schedule 8 – Proposed Sub-Contractors.

### 1.3 Financial Evaluation Criteria

---

The maximum number of points will be allocated to the lowest evaluated price bid.

All other prices will receive points in reverse proportion according to the following formula:

$$\text{Points (Financial) of a bid} = \frac{\text{Max. Number of points (Financial)} \times \text{Price of the lowest bid}^2}{\text{Price of the bid being evaluated}^2}$$

## SECTION IV – RETURNABLE PROPOSAL SCHEDULES

---

Note to bidders (the “**Bidders**”): Instructions to complete each Returnable Proposal Schedule are highlighted in blue in each schedule. Please complete the Returnable Proposal Schedules as instructed.



## RETURNABLE PROPOSAL SCHEDULE 1 – Terms of Reference

---

Note to Bidders: This document is informative and should not be included in the Bidder's proposal (the "**Proposal**"). However, by submitting a Proposal, a Bidder acknowledges its understanding of the following Terms of Reference.

This Schedule sets out the requirements in order to draw up the Programme of the services (also referred to as time schedule, Gantt chart or timetable of the services).

See Doc Annex

## RETURNABLE PROPOSAL SCHEDULE 2 – Proposal Form

---

International Committee of the Red Cross  
19, avenue de la Paix  
1202 Geneva, Switzerland

Dear Sir/Madam,

**Subject: Proposal - RFP GVA210047 - Accompanying ICRC Water & Habitat Projects –in [Insert name of the Lot - Name of the company].**

1. We, [Name of Bidder], hereby submit a proposal for the provision of the above-referenced services (the “**Services**”) in response to the above-referenced RFP.
2. We warrant that in preparing and submitting this proposal, we have complied with, and are willing to be bound by, any and all of the requirements and provisions of the above-referenced RFP, including the terms and conditions of the Contract as set out in Section V of the RFP.
3. Based on the above, our proposed contract price is: [Insert proposed contract price in numbers and letters with applicable currency] (the “**Contract Price**”).
4. Our proposal shall remain valid for ICRC acceptance until 120 days from the Deadline for Proposal Submission.
5. We acknowledge and agree that:
  - subject to Section III of the RFP, ICRC is not bound to accept the lowest priced proposal or any other proposal it may receive in response to the above-referenced RFP;
  - no liability of ICRC and no binding contract may exist between a Bidder and ICRC until a Contract is executed by both parties;
  - in the case of a joint venture, consortium or association, each party constituting the Bidder is bound jointly and severally by this proposal.

I, the undersigned, certify that I am duly authorized by [insert name of Bidder] to sign this proposal and bind [insert name of Bidder] should ICRC accept this proposal:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

[Stamp Proposal Form with official stamp of the Bidder]

**RETURNABLE PROPOSAL SCHEDULE 3 – Bidder's Details**

---

RFP Case No.:

---

Name of Bidder:

---

Trade Licence title and No.:

---

Address of registered office:

---

---

Name of Bidder representative:

---

Address for service of notices (if different than above):

---

---

Phone number:

---

Facsimile number:

---

Mobile phone number:

---

Email:

---

---

**RETURNABLE PROPOSAL SCHEDULE 4 – Comments on the Terms of Reference**

---

RFP Case No.: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Note to Bidders:***Bidders shall insert their comments (if any) on the Terms of Reference set forth in Schedule 1.*

**RETURNABLE PROPOSAL SCHEDULE 5 – Outline Statement of Proposed Methods and Quality Management System Proposals**

---

RFP Case No.: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Note to Bidders:***Bidder shall provide:**A detailed method statement setting out how the Bidder proposes to provide the services. The method statement shall include a tentative programme of the services, as well as an organisational chart for the project team*

## **RETURNABLE PROPOSAL SCHEDULE 6 – Capacity, experience, work in hand and work completed**

---

RFP Case No.: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

The Bidder will supply a maximum of twenty five (25) references related to the Services

A least, the following information should be provided in the the references :

- Location
- Client
- Duration of the Services
- Description of the Project
- Description of the Services
- Services amount (if the Consultant was a subcontractor, part of the Consultant)
- Key personnel

Client certificates of completion can be added but are not mandatory

## RETURNABLE PROPOSAL SCHEDULE 7 – Key personnel

RFP Case No.: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Note to Bidders: Bidders shall set out below:

1. the key personnel that the Bidder proposes to assign to the provision of the Services;
2. the qualifications and relevant experience of each of the key personnel that the Bidder proposes to assign to the provision of the Services, including a CV/resume for each of the key personnel;
3. the proposed organisational structure for providing the Services. Bidders are to attach a chart indicating the Bidder's organisation structure; and
4. the Bidder's representatives who are authorized to sign the Contract. The Bidder shall provide a copy of such authorization.

### Key Personnel

Positions should follow the instructions from the Terms of Reference

No.	Position Description	Name	Years Exp
1.1	Hydraulics & Modelling Expert	[Insert Name]	[Insert No.]
1.2	Hydrogeological Expert	[Insert Name]	[Insert No.]
1.3	Treatment & Process Expert (Water)	[Insert Name]	[Insert No.]
1.4	Treatment & Process Expert (Wastewater)	[Insert Name]	[Insert No.]
1.5	Electrical & SCADA Expert	[Insert Name]	[Insert No.]
1.6	Electromechanical Expert	[Insert Name]	[Insert No.]
1.7	Civil Works Experts (Water)	[Insert Name]	[Insert No.]
1.8	[Insert Description]	[Insert Name]	[Insert No.]

No.	Position Description	Name	Years Exp
2.1	Project Management Expert (Project Team Leader)	[Insert Name]	[Insert No.]
2.2	Legal Advisor	[Insert Name]	[Insert No.]

2.3	Financing Expert	[Insert Name]	[Insert No.]
2.4	Environmental & Social Expert	[Insert Name]	[Insert No.]
2.5	GIS Expert	[Insert Name]	[Insert No.]
2.6	Public Health Expert	[Insert Name]	[Insert No.]
2.7	Conflict Sensitivity Specialist	[Insert Name]	[Insert No.]
2.8	[Insert Description]	[Insert Name]	[Insert No.]



**RETURNABLE PROPOSAL SCHEDULE 8 – Proposed subcontractors**

---

RFP Case No.: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

*Note to Bidders: Bidders shall provide details of the subcontractors they propose to use on the project, including:*

- *companies' names; and*
- *particulars of the services which the Bidder proposes to be undertaken by them.*

## RETURNABLE PROPOSAL SCHEDULE 9 – Insurances

---

RFP Case No.: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Note to Bidders: Below are :

- *Part I : The insurance requirements the Bidder will have to comply with if it is selected. If the Bidder already has qualifying insurance, please share information with ICRC. If the Bidder anticipates not being able to comply (in whole or in part) with these insurance requirements, it needs to specify this element in this Returnable Proposal Schedule and clarify to what extent (if any) it can comply with insurance requirements regarding professional responsibility. For instance, if the Consultant is unable to take out an insurance which meets the requirements set out in Sections 1.4 (Limit of Indemnity) and 1.5 (Deductibles) below, the Bidder needs then to specify to what alternative solutions (if any) it can offer. ICRC may then, in its sole discretion, decide whether it waives (in whole or in part) the insurance requirements stated below.*
- *Part II : Information and forms on the insurances ICRC will subscribe for the Consultant staff who will go to the site of the Project. These documents should be returned duly filled for each staff member, if you are selected.*

### **PART I – Insurance requirements**

#### **1. Professional Indemnity Insurance**

---

##### **1.1 Scope of cover**

---

Indemnify the Consultant against any liability of the Consultant (and its subcontractors/subconsultants) as a result of any negligent act, error or omission in providing the Services (including the costs of redesign, reconstruction, rectification or any other liability the Consultant may have to the Employer (as this term is defined in the Contract attached hereto in Section V) as a result of such negligent act, error or omission).

##### **1.2 Insured Parties**

---

The Consultant (and its subcontractors/subconsultants undertaking professional activities).

##### **1.3 Term**

---

As may be required by applicable law but at least from the Date of the Contract until 7 years after the expiration or termination of the Contract (as this term is defined in the Contract attached in Section V).

#### **1.4 Limit of Indemnity**

---

As may be required by applicable law but at least 5 Million CHF.

#### **1.5 Deductibles**

---

As may be required by applicable law.

### **2. Public Liability Insurance**

---

#### **2.1 Scope of Cover**

---

Indemnity in respect of legal liability of the Consultant (and its subcontractors / subconsultants) to third parties for or arising from:

- (i) bodily injury, illness, death;
- (ii) physical loss or damage to the property; and
- (iii) interference, trespass, loss of amenities, nuisance, infringement, obstruction, arising out of or in connection with the Services.

#### **2.2 Insured Parties**

---

- (i) the Employer;
- (ii) the Consultant (and its subcontractors/subconsultants); and
- (iii) each for their respective rights and interests.

#### **2.3 Term**

---

As may be required by applicable law but at least from the Date of the Contract to 7 years after the expiration or termination of the Contract (as this term is defined in the Contract attached in Section V).

#### **2.4 Limit of Indemnity**

---

As may be required by applicable law but at least 5 Million CHF.

#### **2.5 Deductibles**

---

As may be required by applicable law.

### **3. Employer's Liability Insurance**

---

#### **3.1 Scope of Cover**

---

Indemnify in respect of legal liability of the Consultant (and its subcontractors / subconsultants) resulting from bodily injury, illness, death of the Consultant's personnel (and/or its subcontractors/subconsultants' personnel) as a result of providing the Services or as may be required by applicable law.

#### **3.2 Insured Parties**

---

The Consultant (and its subcontractors/subconsultants).

### 3.3 Term

---

From the Date of the Contract until after the expiration or termination of the Contract (as this term is defined in the Contract attached in Section V).

### 3.3 Limit of Indemnity

---

As may be required by applicable law.

### 3.4 Deductibles

---

As may be required by applicable law.

## **PART II – ICRC Insurance coverage**

As per attached document “HR – War insurance”



## RETURABLE PROPOSAL SCHEDULE 10 – Pledge of Discretion

RFP Case No.: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

***Note to Bidders:** This Returnable Proposal Schedule has to be returned by the successful Bidder after selection by ICRC. The Pledge of Discretion needs to be signed individually by each person working with the selected Bidder (i.e. the Consultant) and involved on the project (including, but without limitation, the Consultant's employees, officers, directors, subcontractors and subconsultants).*

### Preamble

The objective of the ICRC is to provide protection and assistance for victims of war, civil war or internal disturbances and for other victims on whose behalf the ICRC is called upon to take action. To attain this objective as effectively as possible, the ICRC must at all times enjoy the confidence of governments and of the victims.

This confidence is largely based on the neutrality of the ICRC, on the discretion with which it conducts its activities as a matter of principle, and more particularly on its undertaking that its representatives will not divulge what they have observed in the countries in which they work, especially during visits to places of detention.

Accordingly, anybody active for the ICRC is duty bound to observe absolute discretion with regard to the confidential ICRC activities in which he or she participates or of which he or she has knowledge. An exception is made for information which duly designated persons are called upon to give in the course of their duties, in accordance with ad hoc directives.

In the light of the foregoing, anybody active for the ICRC, aware of his or her responsibilities towards the victims he or she is called upon to assist and protect, agrees to sign the following undertaking:

### Personal undertaking

Having taken cognizance of the above preamble, I hereby undertake to observe the utmost discretion concerning matters with which I shall be called upon to deal or which may come to my knowledge during or in connection with the performance of my activities for the ICRC, and to consider myself bound by an obligation of strict confidentiality in this regard.

I understand that I remain bound by this duty of secrecy without limitation, including after my work with the ICRC ends.

Read and accepted \_\_\_\_\_ (place), \_\_\_\_\_ (date)

First and last name: \_\_\_\_\_ Signature: \_\_\_\_\_

## RETURNABLE PROPOSAL SCHEDULE 11 – Security in the Field

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RFP Case No.: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

### WARNING / DISCHARGE FROM LIABILITY

The nature of the ICRC's mandate in conflict zones implies that dangerous conditions are in no way exceptional. You are exposed not only to the risks associated with armed conflict but also to crime, abduction, serious illness and accidents. Physical and psychological harm, with possibly fatal results, are part of the irreducible risks that you accept. In the event of abduction the ICRC steadfastly adheres to its policy of not paying any ransom. It has no insurance coverage in this regard.

You should be familiar with the content of the attached document "Risk management - Managing security and safety risks in delegations: Guidelines" and consult it every time a security question arises. The instructions it contains and the instructions specific to your delegation should be read regularly and must be scrupulously complied with in all circumstances.

Every individual is responsible for ensuring security at his/her own level. Gathering, transmission and analysis of information, contacts with the parties and risk assessment are the responsibility of everyone in accordance with his/her role in the field.

In all and any case ICRC's liability is expressly excluded. If an insurance coverage has been taken out on your behalf, benefits are strictly limited to those stipulated in the relevant annex to your contract.

If you have any doubts about the risks you are prepared to accept, you should seek the support and advice of your head of delegation. You are also entitled to ask to be repatriated at any time.

In the event of a serious incident, the ICRC reserves the right to communicate only with the contact persons you indicated. Any change in this respect should be notified immediately to your personnel management unit.

You hereby confirm that you have been informed of the above and expressly accept the risks inherent in your humanitarian work.

**This discharge is exclusively governed by the Swiss Code of Obligations. Swiss social or labor law is not applicable.**

**Any dispute with respect to or in connection with this discharge shall be exclusively and finally settled by one or more arbitrators in accordance with the Rules of ARBITRATION of the Geneva Chamber of Commerce and Industry. The arbitration is exclusively governed by Swiss law without regard to conflicts principles. The place of arbitration is Geneva.**

Read and accepted \_\_\_\_\_ (place), \_\_\_\_\_ (date)

Name / surname: \_\_\_\_\_ Signature: \_\_\_\_\_

**RETURNABLE PROPOSAL SCHEDULE 12 – Declaration**

---

RFP Case No.: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

As per attached document “2018 – The ICRC Code of Conduct”

2018\_The ICRC Code  
of Conduct.pdf

**RETURNABLE PROPOSAL SCHEDULE 13 – Conflicts of Interest**

---

RFP Case No.: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

*Note to Bidders: The Bidder shall declare, and provide reasonable detail on the nature and extent of, any actual or potential conflicts of interest which may arise with respect to the project as between:*

- 1. ICRC and the Bidder; and/or*
- 2. ICRC and any subcontractor or subconsultant proposed by the Bidder.*

*Conflict of interests includes any business, professional, personal, or other interest that may conflict in any manner or degree with the future provision of the services by the Bidder (if selected) in accordance with the Contract.*



**RETURNABLE PROPOSAL SCHEDULE 14 – Dispute Details**

---

RFP Case No.: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

*Note to Bidders: Bidders shall submit a statement below providing details of any current contract dispute and/or arbitral or legal proceeding involving the Bidder. The statement shall include details of any dispute which has been, or is reasonably likely to be, referred to formal dispute proceedings (e.g. mediation or arbitration) or is the subject of litigation in any court locally or overseas. This information shall be provided regardless of whether such action has been instigated by the Bidder against a client or a client of the Bidder against the Bidder.*

## RETURNABLE PROPOSAL SCHEDULE 15 – Addenda to RFP

---

RFP Case No.: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

We acknowledge receipt of the following Addenda, which have been taken into account in preparing the proposal:

Addendum Number	Dated

## RETURNABLE PROPOSAL SCHEDULE 16 – Financial proposal

---

RFP Case No.: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### ***For the Fixed Tranche of the Lot***

*The bidder will submit a Financial Proposal on a free format, based on its interpretation of the Terms of Reference.*

*This part of the Contract will be a fixed global amount*

### ***For the Conditional Tranche of the Lot and for Framework Agreement***

*The bidder will submit a Financial Proposal, on the form of a Bill of Prices*

*The Bill of Prices will include :*

- *Individual rates of the Key Personnel (Home/Field rates if different)*
- *Costs of travel to the main project location*
- *Visa costs*
- *Individual rates of Non Key Personnel (if any)*
- *Additional costs (if any)*

## SECTION V – ICRC CONTRACT FOR CONSULTANT SERVICES FOR WORKS

---

As per draft attached document “Contract-Consultant Service for Works”



Contract-Consultant\_  
Services\_for\_Works.pc

By submitting a Proposal, the Bidder acknowledges its understanding and acceptance of the terms of Contract to be signed after being edited with the relevant contractual information.