REQUEST FOR PROPOSAL FOR PROVISION OF CASUAL LABOUR / PERSONNEL SERVICES

INVITATION TO TENDER.

Date : 21st June 2024
RE : PROVISION OF CASUAL SERVICES

GENERAL INFORMATION ABOUT THE ALLIANCE OF BIOVERSITY INTERNATIONAL AND CIAT

The Alliance of Bioversity International and the International Center for Tropical Agriculture (The Alliance) delivers research-based solutions that harness agricultural biodiversity and sustainably transform food systems to improve people’s lives. The Alliance solutions address the global crises of malnutrition, climate change, biodiversity loss, and environmental degradation (https://alliancebioversityciat.org/). With novel partnerships, the Alliance generates evidence and mainstreams innovations to transform food systems and landscapes so that they sustain the planet, drive prosperity, and nourish people. The Alliance is a member of the CGIAR Consortium (www.cgiar.org) a global research partnership for a food-secure future.

TENDER INFORMATION:

1. TENDER SCHEDULE

<table>
<thead>
<tr>
<th>Tender Stage</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>Invitation to tender/advertisement</td>
<td>21st June 2024</td>
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<tr>
<td>Request for clarifications from vendors</td>
<td>12th July 2024</td>
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<tr>
<td>Responses to request for clarifications</td>
<td>15 July 2024</td>
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<tr>
<td>Closing date for submission</td>
<td>31st July 2024 not later than 5.00 p.m. (GMT+3)</td>
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<tr>
<td>Tender Opening</td>
<td></td>
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<tr>
<td>Contract awarded</td>
<td>TBC</td>
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2. **SCOPE OF SERVICES.**

The Alliance is looking for a service provider who can provide casual labor and personnel services in the Africa region in the following countries: Kenya, Uganda, Tanzania, Malawi, Zimbabwe, Zambia, Democratic Republic of Congo and Rwanda.

The Service provider will be required to efficiently source, recruit, contract, deploy, and manage competent casual laborers to meet the staffing needs of the Alliance of Bioversity and CIAT from time to time while ensuring compliance with legal and relevant country labour laws. We hereby invite you to submit a proposal in line with the attached terms of reference.

You must provide information indicating that you are qualified to provide the above services, including details of your experience in handling similar assignments, complete with references, contact details (address, telephone, email and names of contact persons) of firms you have worked for, and your regional coverage. You should also include a brief organizational profile, statutory documents required, insurance covers in place and your value proposition.

**Description of Services**

<table>
<thead>
<tr>
<th>Classification of Skills</th>
<th>Job Description</th>
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<tbody>
<tr>
<td>Unskilled Labor</td>
<td>These jobs where the workers require no particular skills or formal education. They typically involve basic tasks which are repetitive in nature and in some cases, require physical strength and exertion. <strong>Examples:</strong> Farm Workers, Cleaners, Greenhouse Attendants, Laboratory Attendants, Security Guards</td>
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<tr>
<td>Semi-Skilled Labor</td>
<td>These are jobs where the workers that do not require advanced training or specialized skills. Basic qualification is high school certificate and a professional certificate. <strong>Examples:</strong> Drivers, Filing Clerks, Field Assistants, Laboratory Assistants</td>
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<tr>
<td>Skilled Labor</td>
<td>These are jobs where the workers have specialized training or skills and will most likely have a college or university degree. These workers are capable of</td>
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exercising judgment and have knowledge of the particular industry they work.

**Examples:** Enumerators, Research Technicians, Laboratory Technicians, Administrative & Accounting Clerks, Receptionists

| A. Administrative Management of personnel: |
| Administrative management shall include: |
| i. Provide personnel as requested from time to time as per the job description and qualification requested in writing by Head of Human Resources. |
| ii. Conducting thorough screening, interviewing, and reference checks to assess candidates' qualifications, experience, and suitability for assignments. |
| iii. Providing necessary training to candidates to enhance their skills and readiness for specific roles, if required. |
| iv. Remunerate personnel for the duration of their assignment to CIAT provided that all remuneration shall be paid in accordance with the rates agreed with CIAT and shall be paid on or by the last day of each calendar month. |
| v. Managing the deployment of casual laborers to sites, ensuring timely arrivals, adherence to schedules, and compliance with client instructions. |
| vi. Maintaining regular communication with the Alliance to address any staffing needs, resolve issues, and provide updates on assignments. |
| vii. Monitoring the performance and satisfaction of both the Alliance and laborers and taking corrective actions as necessary. |
| viii. Management of personnel records for the outsourced employees |
| ix. Ensure adherence and compliance of the personnel to the Employment Act, labor laws and NOC policies and procedures. CIAT shall require proof from time to time. |
x. Ensure timely payment and remission of all taxes, levies, deductions and any other statutory requirements to the accounts of the appropriate bodies. The service provider will be required to provide evidence of the same to CIAT on a monthly basis.

xi. Resolve any issues of misconduct, incapacity and/or operational requirements, dismissals and/or any other matter raised by CIAT regarding any of the outsourced personnel.

xii. The provider shall ensure that CIAT Staff have a direct role to supervise the outsourced personnel.

xiii. Manage outsourced personnel annual and other leave schedules or notifications.

xiv. Provide replacements / relievers of staff (at no extra cost).

xv. Ensure Staff motivation and welfare programs are in place.

xvi. Ensure that only trained staff are assigned.

xvii. Ensure that billing and reporting/communication to CIAT as per agreed dates.

xviii. Provide copies of all valid statutory trade licenses.

xix. Provide certificates of good conduct for all persons deployed to CIAT.

xx. Have an arrangement for medical care for its personnel.

B. Equipment and Tools

The Service Provider shall provide the following:-

Farm Casuals
i. Adequate and serviceable loose Farm Tools necessary for the assignment- such as not limited to wheelbarrows, forked, jembe, spades, jembes, pangas, pruning shears, secateurs, pruning saws, edge cutters, slashers, spray pumps, leaf rakes, spiking sticks, weeding hoes, polythene bags/sacks, watering cans, garden rakes and gardening trolley sets.

ii. Hedge trimmers and power saws.

iii. Lawn mowers

iv. Water pumps
v. The necessary PPE’s depending on the job requirements
CIAT shall provide specialized tools for specialized field activities where necessary.

C. Working Hours
The Service Provider shall ensure.
   i. The scheduled duties shall be performed as directed by the client

D. Insurance
   i. The Contractor/Service provider shall at their own cost and expense procure and maintain insurance with insurers satisfactory to CIAT.
   ii. Worker's Compensation. Contractor agrees to provide workmen's compensation insurance for Contractor’s personnel and agents and to hold harmless and indemnify CIAT for all claims arising out of any injury, disability, or death of any of Contractor’s personnel or agents while at work at CIAT.
   iii. Liability insurance. Contractor agrees to maintain a Public Liability Policy insurance with a suitable limit to cover any negligent acts committed by Contractor or Contractor's personnel or agents during performance of any duties under this Agreement. Contractor further agrees to hold CIAT free and harmless from any and all claims arising from any such negligent acts or omissions
   iv. Fidelity Cover

E. Materials
   i. The Service Provider shall provide protective clothing including but not limited to gumboots, gloves, overalls, dust coats, helmets, masks and any other protective gear pursuant to provisions of the Occupational Safety and Health Act or any other statutory provision.
   ii. The Service Provider shall ensure that its staff is properly identifiable by providing proper identification badges and uniforms while entering and remaining within the Alliance compound.

Tenders received after the closing date will not be considered.

Your tender response must be received in the following format:
1. Full completion of the “Bid Response” document for your tender to be regarded as compliant. Incomplete Documents will be treated as void.

2. All requested Supporting documents to be received with the Bid response document.

3. Bid to be submitted as instructed.

3. **SUBMISSION**

Alliance of Bioversity and CIAT invites proposals to be submitted by email to The Procurement Office, Alliance of Bioversity and CIAT on the following email address:

alliance-kenya-procurement@cgiar.org by 31st July 2024, not later than 5.00 p.m. (GMT+3)

Subject heading on email should read as follows: **PROVISION OF CASUAL LABOR SERVICES/PERSONNEL SERVICES**

Bids submitted after the deadline will not be accepted.

Prices quoted should be inclusive of all costs including administrative costs and must be expressed in Kenya Shillings.

4. **CORRESPONDENCE**

All communications from Bidders to CIAT relating to the tender must be in writing and addressed to alliance-kenya-procurement@cgiar.org

Any request for information should be received by **12th July 2024**. Responses to questions submitted by any Bidder will be circulated to all Bidders to ensure fairness in the process by 15th July 2024.

5. **AWARD CRITERIA**

Award of the contract will be based on the following criteria:
A) ESSENTIAL CRITERIA

Bidders must meet the following minimum specification for the Service.

1. Provide Kenya legal registration certificates.
   i. Certificate of Incorporation
   ii. Valid Tax compliance certificate
   iii. CR12 as issued by registrar of companies
   iv. Valid copy of business license/Permit
   v. Valid NSSF compliance certificate
   vi. Must submit copy of valid NHIF compliance certificate.
   vii. Relevant licenses and business permits

2. Certified Letter of Compliance issued by Ministry of Labour and showing compliance to labour requirements and in particular compliance to minimum wage

3. Provide copies of insurance covers
   i. Work Injuries and Benefits Act Insurance Cover (WIBA),
   ii. Copy of valid Group Personal Accident (GPA)
   iii. Copy of valid Fidelity Cover

4. The assigned organization shall have key personnel who possess an advanced degree in human resources management or related subject.

5. Extensive knowledge of local and international labour laws, acts, regulations and procedures

6. At least 5 years of professional experience in the HR consulting field mainly in recruitment and selection, preferably working in/with INGOs and international organizations

7. Experience working and legal rights to operate in any of the following countries where CIAT has offices will be an added advantage - Uganda, Tanzania, Kenya, Rwanda, Malawi, DRC, Zambia, Zimbabwe

8. Ability to maintain highest standards of confidentiality and professionalism

B) PREFERRED CRITERIA

1. Bidder must meet performance specifications for this bid.

2. Bidder’s prices demonstrate an economically advantageous position for CIAT
3. The financial sustainability of Bidder; Audited Annual Accounts.
4. Bidder experience with Provision of similar services to international organizations - Client References.

**No reimbursement of tender expenses**

Expenses incurred in the preparation and dispatch of the tender will not be reimbursed.

6. **NON-DISCLOSURE AND CONFIDENTIALITY**

Bidders must treat the Invitation to Tender, contract and all associated documentation (including the Specifications) and any other information relating to CIAT employees, servants, officers, partners or its business or affairs (the “Confidential Information”) as confidential. All Bidders shall:

- Recognize the confidential nature of the Confidential Information
- Respect the confidence placed in the Bidder by CIAT by maintaining the secrecy of the Confidential Information
- Not employ any part of the Confidential Information without CIAT’s prior written consent, for any purpose except that of tendering for business from CIAT
- Not disclose the Confidential Information to third parties without CIAT’s prior written consent
- Not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to CIAT
- Use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties
- Notify CIAT immediately of any possible breach of the provisions of this Condition and acknowledge that damages may not be an adequate remedy for such a breach.

7. **AWARD PROCEDURE**

CIAT Tender Review Committee will review the Bids in accordance with the Award Criteria provided above to see whether they will award the contract to any one of them. The best three supplier will be invited for a presentation before the committee can finalize on the award process.

8. **INFORMATION AND RECORD KEEPING**

CIAT shall consider any reasonable request from any unsuccessful Bidder for feedback on its tender and, where it is appropriate and proportionate to do so, provide the unsuccessful Bidder with reasons why
it’s tender was rejected. Where applicable, this information shall be provided within 30 business days at completion of the bid evaluation from (but not including) the date on which CIAT receives the request.

9. **ANTI-BRIBERY AND CORRUPTION**

All Bidders are required to comply fully with Anti-Bribery and Corruption Act.

10. **EXCLUSION CRITERIA**

Any Bidder is required to confirm in writing that:

- Neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is 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;
- Neither it nor a company to which it regularly subcontracts has been convicted of fraud, corruption, involvement in a criminal organization, any money laundering offence, any offence concerning professional conduct, breaches of applicable labour law or labour tax legislation or any other illegal activity by a judgment in any court of law whether national or international.
- Neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the relevant country in which it the Bidder operates.
- Any Bidder will automatically be excluded/Disqualified from the award if it is found that they are guilty of misrepresentation in supplying the required information within their tender bid or fail to supply the required information.
- They have not been barred from participating in any tender by any of the CGIAR organizations

11. **CONFLICT OF INTEREST / NON-COLLUSION**

Any Bidder is required to confirm in writing:

- That it is not aware of any connection between it or any of its directors or senior managers and the directors and staff of CIAT which may affect the outcome of the selection process. If there are such connections the Bidder is required to disclose them.
- That it has not communicated to anyone other than CIAT the amount or approximate amount of the tender.
That it has not and will not offer pay or give any sum of money commission, gift, inducement or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the tender process

• CIAT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity’s action