

REFUGEE CONSORTIUM OF KENYA

Keeping Hope alive!

P.O Box 25340 00603, Haki House, Ndemi Road, off Muringa Road, Kilimani, Nairobi-Kenya. Tel: +254 720 943164/+254 733 860669.

Email: info@rckkenya.org/admin@rckkenya.org . Website: www.rckkenya.org

RE-ADVERTISEMENT: INVITATION TO BID – SUPPLY AND INTALLATION OF VIDEO CONFERENCING SYSTEMS

SUBMISSION DEADLINE

24th April 2025 at 1700hrs

1. INTRODUCTION

PROCURING ENTITY: Refugee Consortium of Kenya P.O BOX 25340 -00603 NAIROBI

- 1. CONTRACT NAME AND DESCRIPTION: Tender for Supply and Installation of Video Conferencing Systems
- 2. Offers can be submitted not later than close of business 24th April 2025 (1700 Hrs) only through online at tenders@rckkenya.org.
- **3.** Late tenders will be rejected.

A) INSTRUCTIONS TO TENDERERS.

1. General

- 1.2 Tenderers shall include the mandatory requirement
- 1.3 The Tenderer shall bear all costs associated with the preparation and submission of his/her tender, and RCK will in no case be responsible or liable for those costs.
- 1.4 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.5 The procuring entity shall allow the tenderer to review the tender document free of charge at RCK website

2. Tender Documents

- 2.1 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his/her tender.
- 2.2 Prospective Tenderers making inquiries of the tendering documents may notify RCK in writing via email at least a week before the closure of the tender. The RCK will respond to any request for clarification received earlier than five [5] days prior to the deadline for submission of tenders. Copies of RCK's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.3 Before the deadline for submission of tenders, RCK may modify the tendering documents by issuing addenda.
- 2.4 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, RCK shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.5 here below.

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English language.
- 3.2 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.3 The unit rates and prices shall be in Kenya Shillings.
- 3.4 Tenders shall remain valid for a period of 60 days from the date of submission. However, in exceptional circumstances, RCK may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.5 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. The person or persons signing the tender shall initial all pages of the tender where alterations or additions have been made.
- 3.6 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 5 days prior to the deadline for submission of tenders.
- 3.7 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

4. Submission of Tenders

- 4.1 The tender shall be duly filled and submitted in PDF to email address; tenders@rckkenya.org
- 4.2 Tenders shall be delivered to RCK email address specified above not later than the time and date specified in the invitation to tender.
- 4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents. Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.
- 4.4 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened immediately after the closure of the bid by the tender opening committee. Tenderers are not expected to attend the opening and evaluation.
- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by The Authority. Minutes of the tender opening, including the information disclosed to those present will also be prepared by RCK's procurement officer.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other

persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence RCK's officials, processing of tenders or award decisions may result in the rejection of his tender.

- 5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
 - (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of RCK's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
 - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure the amount as stated in the Form of Tender shall prevail.
- 5.5 The tender evaluation committee shall evaluate the tender within 15 days of the validity period from the date of opening the tender.
- 5.6 The Tenderer shall not influence RCK on any matter relating to the tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence RCK or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

6. Award of Contract

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

6.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 7 days of receiving the request from any tenderer.

7. Corrupt and fraudulent practices

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

1.0 Background

Video conferencing solution tools are collaborative tools for organizing virtual meetings and conferences in real time. It is meant for a superior audio and video quality experience to make remote conferences productive as well as engaging. The solution should allow participants to connect via conference software across web, desktop, mobile, or a video system.

The solution should allow:

- Remote collaboration among participants enabling seamless communication and project management.
- Flexibility in terms of screen sharing, document sharing and file transfer.
- Recording and Documentation: It should allow participants to record meetings share recordings with people who couldn't attend, ensuring that important information isn't lost.

The proposed Vendor will be tasked with supply, installation, testing and commissioning of Video/Teleconferencing Solution.

2.0 Objectives

The main Objective is to facilitate real-time communication and enhance collaboration, overcome geographical barriers by connecting people in different locations and communication should be securely encrypted.

3.0 Scope of Works

The vendor will be expected to:

- Supply Video/Teleconferencing Equipment.
- Installation of Video/Teleconferencing Equipment.
- Testing and Commissioning of Video/Teleconferencing Equipment.

C) EVALUATION STAGE

The tender document submitted will be evaluated in three (2) stages; - General Mandatory and Financial. The evaluation process will be in stages as follows: -

- 1. General Mandatory -Pass/Fail
- 2. Financial Lowest Cost Evaluated bidder

i) Mandatory Evaluation

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

S/NO	MANDANTORY REQUIREMENTS
MR1	Attach Company profile
MR2	Attach Copy of certificate of incorporation/ Registration
MR3	Attach Valid Business permit
MR4	Attach Valid Tax Compliance Certificate
MR5	Attach Copy of CR12 Certificate showing names and citizenship of directors and shareholding
MR6	Dully filled, signed and stamped Form of Tender
MR7	Copies of the bank statement for the year 2023,2024 and Jan, Feb 2025 (stamped by the bank)
MR8	Provide audited accounts for the years 2021, 2022 and 2023.(stamped by the audit firm)
MR9	Physical address. Attached copies of title, lease or rental agreement
MR10	Copies of relevant Purchase orders/supply contract (3 copies of your highest value) offering similar goods.

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

ii) Financial Evaluation

The lowest evaluated bidder will be considered for award of tender.

PRICE SCHEDULE

Item	Specifications	Qty	Unit price	Total Inc. 16% VAT
1. Smart 4K UHD	Size: 75-inch diagonal display	1		
75-inch	• Resolution: 4K Ultra HD (3840 x 2160 pixels)			
Display/Interactive	Brightness: High brightness (350-500 nits)			
Board with				

movable stand (Samsung/LG) Touch Technology: Multi-touch support (up to 20 touch points) with gesture recognition and palm rejection Connectivity: Multiple ports (HDMI, USB, VGA), Wi-Fi, Bluetooth, and smart capabilities Audio: Integrated high-fidelity speakers and microphone compatibility Design: Sleek, modern bezel with durable surface SPECIFICATIONS Projection System: 3LCD Technology, RGB liquid crystal shutter LCD Panel: 0.67 inch with C2 Fine Color Light Output: 7,000 Lumen- 4,900 Lumen (economy) White Light Output: 7,000 Lumen - 4,900 Lumen (economy) Resolution: WUXGA, 1920 x 1200, 16:10 High Definition: Full HD Contrast Ratio: Over 2,500,000: 1 Laser Light source: 20,000 hours Durability High, 30,000 hours Durability Eco 3. Motorized Projector Screen (120 inches) Size and Aspect Ratio: 4:3 aspect ratio, 120-inch diagonal screen size: 93.7 x 69.69 inch. Carton size: 107 x 5.7 x 4.9 inch. Product weight: 24.3 lbs. You
rejection Connectivity: Multiple ports (HDMI, USB, VGA), Wi-Fi, Bluetooth, and smart capabilities Audio: Integrated high-fidelity speakers and microphone compatibility Design: Sleek, modern bezel with durable surface SPECIFICATIONS Projector (Backup Display Option) SPECIFICATIONS Projection System: 3LCD Technology, RGB liquid crystal shutter LCD Panel: 0.67 inch with C2 Fine Color Light Output: 7,000 Lumen- 4,900 Lumen (economy) White Light Output: 7,000 Lumen - 4,900 Lumen (economy) Resolution: WUXGA, 1920 x 1200, 16:10 High Definition: Full HD Contrast Ratio: Over 2,500,000: 1 Laser Light source: 20,000 hours Durability High, 30,000 hours Durability Eco Motorized Projector Screen Size and Aspect Ratio: 4:3 aspect ratio, 120-inch diagonal screen size: 93.7 x 69.69 inch. Carton size:
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can stop the motorized projector screen before it's
all the way down to use as a smaller 16:9 screen
Motor System: Energy efficient, quiet <42dB motor that a phase as less series. Control protects the series are the series and the series are the series and the series are the series and the series are the serie
that enhances longevity. Control system: Long
distance radio frequency remote and wall mountable
control panel
4 Layer Premium PVC Matte Projector Screen:
Featuring 160° viewing angle and 1.2 gain. 4-layer
black backed screen which eliminates light
penetration and produces top quality color
reproduction.
4. Video Camera 1
Conferencing • Resolution: Up to 4K Ultra HD at 30 fps
System (Logitech • Pan, Tilt, Zoom: ±90° pan, +50° / -90° tilt, 15x
Rally Plus) HD zoom
Field of View: 90° diagonal
• Technologies: Right Light TM for optimal lighting,
Right Sight TM for automatic participant framing
Audio
Mic Pods: 15-foot pickup range, daisy-chain up to
7 pods, beamforming technology
Speakers: High-performance drivers, anti-vibration
design, 100Hz – 16kHz frequency response
Hubs

		 Display Hub: HDMI, USB Type-C, USB Type-A, RJ45 Ethernet, Mini XLR Table Hub: HDMI In, USB Type-C, USB Type-A, RJ45 Ethernet, 3.5mm jack 		
5.	Wireless Microphones table	• Interconnect Cable: Supports up to 50 meters UHF Wireless Microphone system: Ultra-high frequency 8- Channel UHF Gooseneck Conference wireless Microphone receiver and four professional antennas with high frequency stability and accuracy. The PLL digital phase-locked loop multi-channel frequency synthesis technology has small interference, more reliable transmission It consists of a eight-channel wireless receiver and eight transmitters of gooseneck condenser microphone with base, is a set of wireless conference equipment. It is a wireless system designed for large meeting places. UHF Professional Gooseneck Microphone with a flexible gooseneck, you can adjust to the best angle Independent mic volume control: Individual volume control to precisely balance and adjust vocal sound. Red LED lights above each volume knob enable users visualize the pair up between receiver and transmitters	4	
6.	High-Speed Wi-Fi Access Points (TP- Link/Superior)	High-speed Wi-Fi access points, like those using Wi-Fi 6 (802.11ax) or Wi-Fi 5 (802.11ac), offer speeds exceeding 1200 Mbps, utilize technologies like MU-MIMO and OFDMA for increased efficiency, and can support numerous concurrent devices.	2	
7.	Power Backup (UPS for Equipment)	APC SMV 3000VA Easy UPS, Universal Outlet, UK Power Cord, 230V	1	
8.	Whiteboard with Accessories	Magnetic Functionality: magnetic surface to attach notes and accessories. Dimensions (Size): Large/Presentation (e.g., 5'x6' and larger): Suitable for larger audiences and extensive writing. Mobility: mobile	1	
Flipchart Stand with Paper		Mobile.	1	
TOTAL KSHS) Inc. 16% VAT				

D. FORMS

i)

FORM OF TENDER

[Name of Contract] Dear Sir, 1. In accordance with the Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above-named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs ______ [Amount in figures] Kenya [Amount in words] 2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of RCK's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within 30 days from the signing of the contract. 3. We agree to abide by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date. 4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. 5. We understand that you are not bound to accept the lowest or any tender you may receive. Dated this day of ______20______ Signature ______ in the of_____ duly authorized to tenders for capacity sign and _____/Name of on behalf of Tenderer of [Address of Tenderer] Witness; Name Signature

ii. MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 — General
Business Name
Location of business premises; Country/Town
Plot No Street/Road
Postal Address Tel No
Nature of Business
Current Trade Licence No Expiring date
Maximum value of business which you can handle at any time: Kshs
Name of your bankers
Branch
Part 2 (a) — Sole Proprietor
Your name in full
Nationality Country of Origin
Citizenship details
Part 2 (b) — Partnership
Give details of partners as follows:
Name in full Nationality Citizenship Details Shares 1

iv. TENDER QUESTIONNAIRE

Full names of tenderer;	
Full address of tenderer to which tender below);	c correspondence is to be sent (unless an agent has been appointed
Telephone number (s) of tenderer;	
Telex of tenderer;	
1	contacted on matters of the tender during the tender period;
	f any) to receive tender notices. This is essential if the tenderer doe
	Signature of Tenderer
Make copy and deliver to:	(Name of Employer

v. REFUGEE CONSORTIUM OF KENYA SUPPLIER CODE OF CONDUCT

1. Introduction

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

2. Scope of Application:

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

The Code of Conduct is a binding document:

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

3. Continuous Improvement:

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

4. LABOUR:

- i) Freedom of Association and Collective Bargaining: The RCK expects its suppliers to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize and to bargain collectively.
- **ii) Forced or Compulsory Labour:** The RCK expects its suppliers to prohibit forced or compulsory labour in all its forms.
- **Child Labour:** The RCK expects its suppliers not to employ: (a) children below 18 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.
- **Discrimination:** The RCK expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place.
- v) Health and Safety: The RCK expects its suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.⁸

5. Human Rights:

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

Mines: The RCK expects its suppliers not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

6. Environment:

- i) Environmental: The RCK expects its suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.
- ii) Chemical and Hazardous Materials: Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.
- iii) Wastewater and Solid Waste: Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.
- iv) Air Emissions: Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge or disposal. RCK Supplier Code of Conduct Rev.05 September 2013
- v) Minimize Waste, Maximize Recycling: Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

7. NON-PARTICIPATION IN TERRORISM ACTIVITIES

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

8. ETHICAL CONDUCT:

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

ii) Conflict of Interest:

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

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

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

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

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

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

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

Contacts:

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

SIGNATURE TO THE CODE OF CONDUCT

This form shall be signed by a representative of an organization or company that tenders to provide goods/services to RCK. All RCK suppliers shall sign the code of conduct prior to engagement. The code of conduct and this form Page 15 of 16

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

shall be provided to potential suppliers at the time of solicitation for quotes.

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