
INVITATION TO BID (ITB) No. ITB_N_15_2020_KEN

FOR PROCUREMENT OF OFF-SITE STORAGE OF COURT OF APPEAL FILES

Date: 22nd January 2020

Dear Sir/Madam,

You are kindly requested to submit your bid, for goods described in this ITB.

Bidders requesting clarification on provisions stipulated in this ITB shall communicate those in writing to tenders@idlo.int not later than 72 hours prior to the deadline for submission of bids. The requests for clarification should have “Request for clarifications for ITB No. ITB_N_15_2020_KEN” mentioned in the subject.

By submitting a bid in response to this information, bidders are confirming acceptance of IDLO's General Terms and Conditions and Payment Policy of within 30 days after delivery of service on presentation of complete and correct invoice.

This ITB is comprised of:

Instructions to bidders

Terms of Reference/Technical Specifications:

Annex A

Bid Submission Form:

Annex B

Price Schedule:

Annex C

IDLO Special Conditions of Contract:

Annex D

IDLO General Terms and Conditions for the Procurement of Services:

Annex E

Supplier Code of Conduct:

Annex F

Bids shall be submitted to the following secure e-mail address: tenders@idlo.int no later than **14th February 2020, 12:00 noon Kenyan time**. The prices will remain unchanged during the period of contract implementation.

Email should have “Bid for ITB No. ITB_N_15_2020_KEN” mentioned in the subject line.

Bids shall not exceed 2OMB in size.

Instructions to Bidders:

<p>Qualification Requirements</p>	<p>Bidders are required to submit the following documents to ascertain their qualification:</p> <ul style="list-style-type: none">(a) Business registration certificate(b) KRA tax compliance certificate(c) Valid business licence to operate in Kenya(d) CCTV surveillance certification as proof of active and real time CCTV surveillance of premises(e) Proof of contract with established security firm indicating security infrastructure installed eg 24 hour electrical razor wire fencing, alarm system, biometrics access, panic buttons linked to security provider company or national police(f) Proof of two (2) current contracts of similar nature held by other International organizations or government entities with contactable email address for verification purposes(g) Proof of CID certificate of good conduct of at least 3 staff that will be fully responsible to handle the documents.(h) Storage site should be located within a maximum radius of 17km from city centre(i) Ability to provide a web based system with remote access to the client; A system that can run monthly reports detailing the number of file retrieval requests made, by whom, when returned, when refiled and any outstanding files after requests etc.(j) Adequate secured and secluded space to store approximately 5,000 files for a period of 12 months(k) Ability to provide a storage environment that is free from floods, mould vermin as well as fire proof <p>NB: Proposed storage location and space will be subject to pre- award inspection and verification to ensure it meets environmental conditions and security measures required.</p> <p>Failure to submit the required documentation above will result in disqualification from the bidding process</p>
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Determination of Bids Responsiveness	<p>Prior to the detailed evaluation of bids, IDLO shall determine whether each bid</p> <ol style="list-style-type: none"> a) has been properly signed; b) is substantially responsive to the requirements.
Bid Errors & correction	<p>Bids determined to be substantially responsive shall be checked by the IDLO for any arithmetic errors. Errors shall be corrected by the IDLO as follows:</p> <ol style="list-style-type: none"> a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; 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 shall govern. c) The amount stated in the bid shall be adjusted by IDLO in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. <p>Bidders may revise their bids up to the closing date and time, revised bids should be clearly marked with "revised bid". No changes to bids will be accepted after the bid has closed, this includes any price revision.</p>
Evaluation Criteria	<p>Evaluation of bids will be done according to:</p> <ol style="list-style-type: none"> 1. Full submission of pre-qualification documents 2. Required Annexes duly completed and signed 3. Price
Award of Contract	<p>IDLO shall award the Contract(s) to the Bidder(s) whose offer are been determined to be the lowest evaluated bidder(s) substantially responsive to the ITB.</p> <p>IDLO reserves the right to accept or reject any bid and to annul the solicitation process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder or Bidders of the grounds for the IDLO's decision.</p>
Late Bid Submission	<p>Late bids or bids received through another channel than the one mentioned in this ITB will be automatically disqualified.</p>
Partial bids	<p>Partial bids are not permitted.</p>
Validity of bids	<p>90 days from deadline for submission of bids.</p>

Currency of bids	Kenya shillings
Required attachments to the bid	The bid will consist of: <ul style="list-style-type: none">- Annexes B and C duly completed- Documents referred to under Qualification Requirements (if required)- Any other supporting documents that bidder considers relevant

This Invitation to Bid is not construed in any way as an offer and/or commitment to contract with any company.

Annex A: Technical Specifications

IDLO is the only intergovernmental organization exclusively dedicated to promoting the rule of law and access to justice. IDLO enables governments and empowers people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity.

The overall objective of procurement in IDLO is the timely acquisition of goods and services in support of IDLO activities in a competitive and transparent manner while ensuring fitness of purpose and the Best Value for Money.

IDLO procurement activities adhere to the principle of fairness, competition and transparency.

This ITB is for **Provision of Off-Site Document Storage Services**

General Information

1. Objective

In order to achieve cost efficiency from economies of scale whilst ensuring outstanding quality of service, IDLO seeks to enter into a **service contract** with an Off-Site Documents Storage Service Provider.

2. General Requirements

- The contractor shall provide services ranging from packaging of files in archival boxes, transportation (from Judiciary to storage site), storage services, periodic retrieval of files on a need by basis and prepare them for designated judiciary officer to collect. This contract is expected to be in force for a maximum period of one (12) months.
- The contractor is expected to have an ability to house files in bound volumes, A4 size up to a maximum of 500 pages per volume. (The files are in good condition and legible). Approximate number of files 5,000.
- The files are semi and non-current but are nonetheless requested for by litigants hence not so frequent requests for files will be made to the provider.
- The contractor shall provide for indexing to aid in traceability and retrieval. (The files are in order, firstly by case type eg. Civil Appeal, Criminal Appeal, etc and secondly by a chronological number and a year prefix. The order of arrangement will ordinarily follow these conventions. Kindly note that one Appeal Case files has four (4) bound volumes which means that they are to be stored together [Original order] as one file).

3. Scope

Further, the contractor shall guarantee:

- Security of records to include:
24 hour CCTV surveillance for the duration of the contract, alarms, linked to a security provider and/or police, staff subjected to appropriate security clearance, controlled access across the building preventing access to records areas, the perimeter wall shall be secure with robust electrified fencing, the site location must be in Nairobi within a 17km radius of the CBD.
- A tracking system that runs monthly reports detailing the number of requests made, by whom, when returned, when refiled and any outstanding files after requests etc. It is also desirable that the client has access to the system which means it must be web-based and secure.
- To provide adequate shelving and appropriate archival boxes for the records.
- A system that eases the process of retrieval of required files upon request by the Judiciary.
- To provide conducive environmental conditions that protect the records from damage from either flood, fire, vermin or mold. The environment in and around the storage space should be adequately monitored and protected.
- The service provider is entrusted with providing care of the records which act does not confer ownership of the contents of the records. The records and contents remain the property of the Judiciary at all times.

4. Payments

- On a monthly basis with exception of the one-off costs as applicable, the contractor shall submit a statement of account to IDLO attaching monthly invoices.
- Payments to the contractor will be processed via bank transfer as applicable within 30 days from the date of receipt of invoice.

5. Personnel

- The contractor shall be fully responsible for all services performed by its employee and shall for this purpose employ qualified, competent and well-trained personnel to perform the services under the service contract.
- The contractor shall take all reasonable measures to ensure that the personnel conform to the highest standards of security, moral and ethical conduct. IDLO may, at any time, request in writing for the improper performance the withdrawal or replacement of any personnel assigned to perform services under this contract. The contractor shall, at its own cost and expense, withdraw or replace such personnel forthwith. A request by IDLO for withdrawal or replacement of the personnel shall not be deemed a termination of this contract.
- The contractor and its employees shall confirm to all applicable laws, regulations and ordinances promulgated by legally constituted authorities.
- Any personnel assigned to execute this contract is expected to have the necessary security clearances and documents as required by the Judiciary of Kenya (CID certificate of good conduct).

6. Pre- bid site visit

This is scheduled to take place on **Thursday 6th February 2020 at Supreme Court (Court 1) at 10am**

7. Pre- award site inspection

This will take place to ensure conformance to requirements should your company be considered for award. Date and time to be communicated at a later date.

8. Payment schedule

Deliverable	Delivery timeline	Unit of measure	Payment
Packaging of files in archival boxes in their original order and transport them from Judiciary to storage site, indexing and storage.	5 working days	Lump sum	Upon delivery of services as per rate quoted on annex C – price schedule
Storage of files in an organized way maintaining their original order, ensuring there is a tracking system that provides information on type of record, current location, run monthly reports for ease of retrieval by Judiciary designated staff upon request	12 months re-current	Monthly	Upon delivery of services at a per month rate as quoted on annex C invoiced at the end of each month
Per day rate for retrieval of required files by the Judiciary (Upon request). This will be a varied cost subject to retrievals being done in any specific month. This cost shall be included in the monthly re-current cost	24 hours	Per day rate	
Packaging of files in archival boxes in their original order and transport them from storage site to Judiciary and arrange them at a site and in a manner as shall be advised by the client	5 working days	Lump sum	Upon delivery of services as per rate quoted on annex C – price schedule

9. Financial proposal

The Document Storage Company is expected to quote in the format provided for on annex C (Price Schedule). Rates must be inclusive of all applicable taxes. Payment of invoices shall be subject to the above payment schedule and in accordance with the IDLO general terms and condition.

Annex B: Bid Submission Form

To: IDLO

Dear Sir/Madam,

Having examined the Invitation to Bid (ITB), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver services in conformity with the said Invitation to Bid as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to perform in accordance with the Purchase Order/Service Contract to be entered into with IDLO for the services enumerated in the price schedule, per the terms of reference in Annex A.

We understand that you are not bound to accept any Bid you may receive.

Date:	
Name, Signature & Position:	
Duly authorized to sign the bid for and on behalf of:	

Other notes:

- Kindly note that the services quoted shall correspond to the TORs given in Annex A above.
- Prices must be inclusive of all applicable taxes.

Annex C – Price Schedule

The rates and prices include all necessary costs for all labour, materials, tools and utilities, all overhead, profit, taxes and duties, together with all general risks, liabilities, insurance and requirements set out or implied in this ITB including ANNEX-A, Terms of References.

Service Provider Name	
Service Provider Full Address	

Description	Unit of measure	Quantity	Unit cost per month	Total Cost (Prices, quoted in Kenya Shillings inclusive of all applicable taxes)
Packaging of files in archival boxes in their original order and transport them from Judiciary to storage site, indexing and storage.	Lump sum one-off cost			
Storage of files in an organized way maintaining their original order, ensuring there is a tracking system that provides information on type of record, current location, run monthly reports for ease of retrieval by Judiciary designated staff upon request	Monthly re-current	12 months		
Per day rate for retrieval of required files by the Judiciary (Upon request). This will be a varied cost subject to retrievals being done in any specific month. This cost shall be included in the monthly re-current cost	24 hours	Per day rate		
Packaging of files in archival boxes in their original order and transport them from storage site to Judiciary and arrange them at a site and in a manner as shall be advised by the client	Lump sum one-off cost			

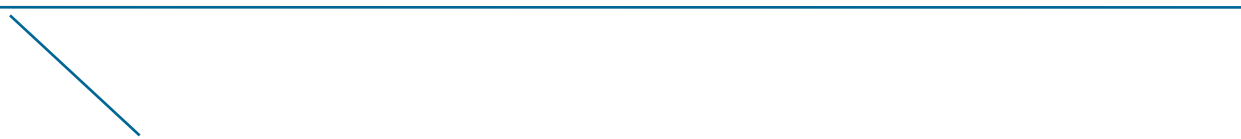
Name, position and signature of the Bidder <hr style="border: 1px solid black;"/> <i>Duly authorised to sign this Bid</i> Date:	Bidder's Stamp
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Annex D - IDLO Special Conditions of Contract

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of Goods. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of Goods.

Place of delivery	Nairobi
Delivery date	12 months The prices will remain unchanged during the period of contract implementation.
Payment terms	IDLO will process payment within 30 days after satisfactory receipt of provision of services and upon receipt of the complete and correct invoice by the service provider.



Annex E/1 - IDLO General Terms and Conditions for the Procurement of Goods

Any bid submission will imply the unconditional acceptance of IDLO General Terms and Conditions for the Procurement of Goods.



Annex F - IDLO Supplier Code of Conduct

IDLO recognizes the universal and fundamental values enshrined in international instruments in the areas of human rights, labor, environment and anti-corruption.

IDLO expects its Suppliers to respect fundamental social and human rights, and the equal rights of men and women, take responsibility for minimizing the environmental impact of their activities, endorse ethical business practices and reach the following goals:

1. Supplier Relationships: The provisions of this Code of Conduct set forth the expectations of all suppliers with whom IDLO does business. IDLO expects that these principles apply to suppliers, parent entities and subsidiary or affiliate entities, as well as all others with whom they do business including employees, subcontractors and other third-parties. IDLO expects suppliers to ensure that the rules and standards of this Code of Conduct are communicated to their employees and subcontractors.

2. Promoting the Principles of this Code of Conduct: IDLO expects that its suppliers will establish and maintain appropriate management systems whose scope is related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. All principles contained in this Code of Conduct are of equal importance independently of their order of appearance.

3. Subcontracting: IDLO 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 or equivalent set of principles.

Labor:

4. Freedom of Association and Collective Bargaining: IDLO expects its suppliers to recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as well as core international principles on Freedom of Association and collective bargaining. IDLO recognizes the importance of open communication and direct engagement between workers and management and suppliers are to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.

5. Forced Labor: IDLO expects its suppliers to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with international rules on forced labor. All work, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Suppliers should also not mandate that workers hand over government-issued identification, passports or work permits as a condition of employment.

6. Child Labor: IDLO expects its suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The minimum admission to employment or work shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country permits, deferring to the greatest age. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with the child's education or that may be harmful to the child's health, physical, mental, social, spiritual or moral development. All suppliers should also adhere to legitimate workplace apprenticeship programs and comply with all laws and regulations governing child labor and apprenticeship programs.

7. Discrimination: IDLO does not tolerate any form of discrimination in hiring and employment practices on the ground or race, color, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union membership or marital status. IDLO also discourages discrimination regarding access to training, promotion, and rewards.

8. Working Hours: IDLO expects its suppliers to comply with all applicable working hour requirements as established by local law, and should never exceed 60 hours per week, including overtime, except in emergency or unusual situations. Suppliers must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Suppliers are encouraged to ensure that workers are provided with one day off in every seven-day week.

9. Compensation: IDLO expects its suppliers to comply, at a minimum, with all wage and hour laws and regulations, including those pertaining to minimum wages, overtime wages, piece rates, other elements of compensation and to provide legally mandated benefits.

Human Rights:

10. Human Rights: IDLO 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.

11. Harassment, Harsh or Inhumane Treatment: IDLO 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.

12. Health and Safety: IDLO expects its suppliers to follow all relevant legislation, regulations and directives in the country in which they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. At a minimum, suppliers should strive to implement recognized management systems; reasonable access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; and occupational injury and illness and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.

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

Environment:

14. Environmental: IDLO expects its suppliers 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.

15. 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.

16. 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.

17. 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.

18. 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.

Drug trafficking and Terrorism:

19. Drug Trafficking: IDLO expects its suppliers to warrant that neither they, nor any of their employees and subcontractors, are engaged in the manufacture, sale, transportation, or distribution of any drug or narcotic substance deemed to be illegal in either the country of manufacture or delivery of the goods or services to be provided to IDLO.

20. Terrorism: IDLO expects its suppliers to warrant that neither they, nor any of their employees and subcontractors, are engaged directly or indirectly in terrorism, or in the finance or support to terrorists. Further, IDLO expects its suppliers to warrant that neither they nor their staff, nor any other recipients of funds from the supply of goods or services to IDLO, are listed in any sanctions list maintained by the United Nations Security Council; the United States Department of the Treasury, Office of Foreign Assets Control; or the European Union. Should the supplier, its staff, or other recipients of funds from the supply of goods or services to IDLO be included in any of the above-listed sanctions lists, the supplier is expected to notify IDLO immediately.

Bribery & Corruption:

21. Corruption: IDLO expects its suppliers to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.

22. Conflict of Interest: IDLO suppliers are expected to disclose to IDLO any situation that may appear as a conflict of interest, and disclose to IDLO if any IDLO official or professional under contract with IDLO may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

23. Gifts and Hospitality: IDLO does not accept any type of gift or any offer of hospitality. IDLO will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. IDLO expects its suppliers not to offer any benefit such as free goods or services or a work position or sales opportunity to IDLO personnel in order to facilitate the supplier's business with IDLO.

24. Monitoring and Evaluation: IDLO may conduct on-site evaluations and inspections of its suppliers' facilities and those of their subcontractors to review their progress towards these principles. It is the expectation of IDLO that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. IDLO may monitor that milestones have been set and management systems have been put in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact the future ability of a supplier to do business with IDLO.