

## INVITATION TO BID (ITB) No. N\_199-UGA\_2020

## CONTRACT FOR THE PROCUREMENT OF GENERAL INSURANCE

Date: 28<sup>th</sup> February 2020

Dear Sir/Madam,

You are kindly requested to submit your bid for a Service contract with Insurance Service Providers described in this ITB.

Bidders requesting clarification on provisions stipulated in this ITB shall communicate those in writing to [tenders@idlo.int](mailto:tenders@idlo.int) no later than 72 hours prior to the deadline for submission of bids. The requests for clarification should have “Request for clarifications for ITB No. N\_199\_UGA\_2020.” 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 a complete and correct invoice.

***This ITB includes the following documents:***

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](mailto:tenders@idlo.int) no later than **13th March 2020, 13:00 Uganda local time** and should have “Bid for ITB No. N\_199\_UGA\_2020” mentioned in the subject line.

Bids shall not exceed 20MB in size.

**Instructions to Bidders:**

<p>Qualification Requirements</p>	<p>Vendors are required to submit the following documents to ascertain their qualification:</p> <ol style="list-style-type: none"> <li>1. Submit physical address and contact details of office location (email address and telephone number).</li> <li>2. Certificate of registration/ Incorporation.</li> <li>3. Annexe A duly filled, signed and stamped.</li> <li>4. Only quotations with a validity period of 90 days will be considered.</li> <li>5. Geographical insurance coverage.</li> <li>6. All bidders should be registered with the Insurance Regulatory Authority (IRA). (Attach proof).</li> <li>7. Similar Previous Experience Proven (copy of PO/Contract) with INGOs and UN Agencies.</li> </ol> <p>Failure to comply with the required above will lead to disqualification of the vendor from the process.</p>
<p>Determination of Responsive Quotations</p>	<p>Prior to the detailed evaluation of quotations, IDLO shall determine whether each quotation.</p> <ol style="list-style-type: none"> <li>a) has been properly signed;</li> <li>b) Is substantially responsive to the requirements.</li> </ol>
<p>Errors &amp; correction</p>	<p>Quotations determined to be substantially responsive shall be checked by the IDLO for any arithmetic errors. Errors shall be corrected by IDLO as follows:</p> <ol style="list-style-type: none"> <li>a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and</li> <li>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.</li> <li>c) The amount stated in the quotation shall be adjusted by IDLO in accordance with the above procedure for the correction of errors and shall be considered as binding upon the vendor.</li> </ol>
<p>Evaluation Criteria</p>	<p>Evaluation of quotations will be done according to:</p> <ol style="list-style-type: none"> <li>1. Duly completed and signed Annex A.</li> <li>2. Only bidders who meet the prequalification requirements will be considered for price evaluation.</li> <li>3. Price</li> </ol>
<p>Award of Contract</p>	<p>IDLO shall award the Contract to the vendor whose offer is determined to be the lowest evaluated offer substantially responsive to the ITB. IDLO reserves the right to accept or reject any offer and to annul the solicitation process and reject all quotations at any time prior to award of contract, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor of the grounds for IDLO's decision.</p>

Late Submission	Late submissions will be automatically disqualified.
Validity of quotation	90 days from deadline for submission of quotation.
Currency of quotation	Uganda shillings.
Required attachments to the quotation	The quotations will consist of: <ol style="list-style-type: none"><li>1. Duly completed Annexes A.</li><li>2. Any other supporting documents considers relevant like brochures and samples).</li></ol>

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

## Annex A: Technical Specifications

The International Development Law Organization (IDLO) is an intergovernmental organization that enables governments and empowers people to reform laws and strengthen institutions to realize justice, peace, and sustainable development. IDLO contributes to creating stable and inclusive societies, where every person can live free from fear and want, in dignity and under the rule of law.

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 the Procurement of General Insurance services to IDLO Uganda Office for its Fixed Assets and cash in transit. This solicitation is expected to result in to Service contract(s) with successful service providers.** The Service contract(s) will be signed for a period of up to 12 months.

### Background.

IDLO Uganda Field office is seeking to procure Insurance services from a fully registered insurance firm in Uganda to provide Insurance services for its fixed Assets for the Community Justice Program (CJP) Some of the assets include; ICT hardware equipment like laptops, printers, scanners and desktops, buildings, Furniture (e.g. desks, chairs, libraries, filing cabinets, beddings, etc.), Electrical appliances (e.g. boilers, heaters, A/C components, generators, kitchen appliances), comprehensive cover for motor Vehicles and cash in transit.

### Objective.

The objective is to identify a contractor to provide insurance services to IDLO Uganda Country Office for its assets under the Community Justice Program (CJP).IDLO is in the process of acquiring more assets thus these assets will always be shared with the Insurance firm to be insured and this shall be invoiced to IDLO as additional premium accordingly.

IDLO shall make available to the service provider all information on a timely basis to smoothly process claims.

Specifically, IDLO is seeking an Insurance firm to provide the following types of insurance:

- a) All risk Asset insurance against damages caused by burglary, fire, theft, arm-robbery, accidental damage or other hazards.
- b) Comprehensive cover for all vehicles.
- c) Money policy.

The term Money shall be deemed to mean and to include cash and/or any other financial instrument that is easily convertible into cash.

**Note:** Foreign currency shall be equivalent to local currency at the prevailing central Bank Mean rate at the time of loss.

The insurance firm will indemnify IDLO against the following:-

1. Loss of money;
  - a) On the premises described in the schedule.
  - b) In transit and/or in custody of duly authorized employees.
2. Loss or damage to safes/strong rooms, as specified in the schedule.

**Important Notes.**

1. The Insurance firm shall clearly state the cover to include all office equipment and fittings, computers and electronic equipment of every kind that may be provided by IDLO.
2. All bidders should clearly state their Training Levy percentage (%) charges. Bidders who do not intend to charge Training Levy charges should clearly indicate it in their bid.
3. Bidders should indicate clearly their cancellation period.
4. Bidders should indicate the claims preparation costs and the Excess charged per claim.
5. Bidders should state the territorial limits for Cash in Transit insurance.

**Evaluations will be based on the following;**

1. Submit physical address and contact details of office location (email address and telephone number).
2. Certificate of registration/ Incorporation.
3. Annex A duly filled, signed and stamped.
4. Only quotations with a validity period of 90 days will be considered.
5. Geographical insurance coverage.
6. All bidders should be registered with the Insurance Regulatory Authority (IRA). (Attach proof).
7. Similar Previous Experience Proven (copy of PO/Contract) with INGOs and UN Agencies.

**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 goods 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 Service contract to be entered into with IDLO for the goods 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**

Please complete the price schedule below and ensure to quote for the specific services as described. The insurance will cover burglary, fire, theft, arm-robbery, and accidental damage.

Bidders **MUST** quote for all services in order to be considered for the award.

<b>Name of vendor:</b>	
<b>Vendors physical address and contact:</b>	
<b>ALL RISKS INSURANCE AND CASH IN TRANSIT</b>	

POLICY	COVERAGE SOUGHT	SUM TO BE INSURED (UGX)	NET RATE INCLUDING VAT	DEDUCTIBLE (specify if any)
All risk policy.	To cover IT equipment against loss or damage resulting from any external cause such as fire, explosion, theft, storm or floods, and also the risks of any form of electrical or mechanical breakdown.			
ICT Electronics	HP Elite book 830 G5 Laptop SN- 5CG9324JKZ	5,395,000		
	HP Elite book 840G4 Laptop SN-5CG7470MNR	5,395,000		
	HP Elite book 840G4 Laptop SN-5CG7470MQ5	5,395,000		
	HP Elite book 830G5 Laptop SN-5CG8501W2R	5,495,000		
	HP Elite book 830G5 Laptop SN-5CG8501VWH	5,495,000		
	HP Elite book 830G5 Laptop SN-5CG8501W34	5,495,000		
	HP Elite book 830G5 Laptop SN - 5CG8501VZY	5,495,000		
	HP Elite book 830G5 Laptop SN-5CG8501VVM	5,495,000		
	HP Elite book 830G5 Laptop SN-5CG8516WSZ	5,495,000		

HP Elite book 830G5 Laptop SN-5CG8516X7Q	5,495,000	
HP Color LaserJet M277DW - VNBKK6X3T2	1,445,000	
HP Officejet 7612 color printer -CN7814R137	775,000	
Tripod Projector Screen - GB/t02-2017	600,000	
Epson EB-X41 Projector - X4HUgX01003	2,720,000	
Safe & Metallic cash box - BS-K750	3,695,000	
Paper Shredder- 57430131410	800,000	
Camera-Panasonic DMC- G7K -WE8LD001177	1,900,000	
Multi-functional Printer - Kyocera Task alfa 3212i - R428903846	17,700,000	
Binding Machine -Atlas AS- BM-242	1,300,000	

POLICY	COVERAGE SOUGHT	SUM TO BE INSURED (UGX)	NET RATE INCLUDING VAT	DEDUCTIBLE (specify if any)
Cash in Transit	Estimated Annual Carry	60,000,000		
	Money in Insured's Premises During Business Hours	4,500,000		
	Money in Insured's Premises Outside of Business Hours	4,500,000		
	Money in Transit from Insured's Premises to Bank and Vice Versa	10,000,000		
	Money with Insured's Principals or Authorized Employees	10,000,000		



<p><b>Name, position and signature of the official representing requested entity</b></p> <hr/> <p><i>Duly authorised to sign this quotation</i></p> <p><b>Date:</b></p>	<p><b>Stamp (if applicable)</b></p>
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**NB:** All services delivered to IDLO are subject to verification in line with the tasks specified in the contract. Poor services or substandard services shall not be accepted.

### 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 Services. 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 Services.

Place of delivery	IDLO Uganda Office, 7 <sup>th</sup> Floor Course View Towers Kampala, Uganda.
Delivery date	The Service contract(s) will be signed for a period of up to 12 months. IDLO is not obliged to use the services provided by the Contractor. IDLO will review the quality of services and deliverables after 12 months of provision of services.
Payment terms	IDLO will process payment within 30 days after satisfactory receipt of all goods and upon receipt of the complete and correct invoice by the service provider.

**Annex E - IDLO General Terms and Conditions for the Procurement of Services.**

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

## 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.