

INVITATION TO BID (ITB) No. N_89_MYA_20

CONTRACT FOR THE PROCUREMENT OF SECURITY SERVICES

Date: 17th January 2020

Dear Sir/Madam,

You are kindly requested to submit your bid for services 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 will have “Request for clarifications for ITB No. N_89_MYA_20” mentioned in the subject line of the email.

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:

Bid Submission Form:

Price Schedule:

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Supplier Code of Conduct:

Annex A

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Bids shall be submitted in paper within a sealed envelope to one of the following IDLO Office location no later than **1st February 2020, 17:00 Myanmar time.**

1. IDLO Country Office, located at No.117/B, Than Lwin Road, 10th Ward, Kamayut Township, Yangon City, Yangon Division, Myanmar
2. IDLO/Rule of Law Centre in Mandalay, located at No. 27, 64th St, b/t 27 x 28 Street, Aung Taw Mu Qtr, Chan Aye Thar Zan Township, Mandalay, Mandalay Region;
3. IDLO/Rule of Law Centre in Taunggyi, located at No 6OD, Yeik Thar Street, Thit Taw Quarter, Taunggyi Shan State;
4. IDLO/Rule of Law Centre in Myitkyina, located at YMCCA Compound, No 12, Myothit Quarter, Myitkyina Township, Kachin State;



The prices will remain unchanged during the period of contract implementation.

Envelopes should have “ITB N_89_MYA_20: PROCUREMENT OF SECURITY SERVICES” written on them.

Instructions to Bidders:

Pre-Qualification Requirements	<p>Companies are required to submit the following documents (copies) to ascertain their qualification:</p> <ol style="list-style-type: none">1. Proof of company's registration.2. Proof of company's minimum 5 years' experience in providing security services to standard comparable to those outlined in Annex A3. Annexes B & C duly filled, signed and stamped <p>Failure to submit the required documentation above may result in disqualification from the bidding process.</p>
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) all required annexes have been completed and attached.
Correction of errors	<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; andb) 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.
Evaluation Criteria	<p>Evaluation and award of bids will take into account the following:</p> <ol style="list-style-type: none">1. Submission of pre-qualification supporting documents

	<p>2. Submission of signed annexes B and C</p> <p>3. Price</p>
Award of Contract	<p>IDLO shall award the Service Agreement(s) to the Bidder(s) whose offer has 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	Late bids or bids received through another channel than the one mentioned in this ITB will be automatically disqualified.
Partial bids	It is understood that service providers will be able to provide the full range of services as outlined, <u>in at least one of the five requested locations.</u>
Validity of bids	90 days from deadline for submission of bids.
Currency of bids	Myanmar kyat
Required attachments to the bid	<p>The bid will consist of:</p> <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:

Terms of Reference/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 the Procurement of Security Services.

The International Development Law Organization Myanmar office invites eligible companies to submit offers for the provision of **security services** to be delivered to the following 5 IDLO Office locations, for a 12-month period:

1. IDLO office in Yangon, located at No.117/B, Than Lwin Road, 10th Ward, Kamayut Township, Yangon City, Yangon Division, Myanmar.
2. Rule of Law Center in Yangon located at Adipati Road, Post Office compound, Yangon University, Kamaryut township, Yangon, Myanmar.
3. Rule of Law Centre in Taunggyi located at No.60 D, Yeik Thar Street, Thit Taw Quarter, Taunggyi, Shan State.
4. Rule of Law Centre in Mandalay located at No. 27, 64th St, b/t 27 x 28 Street, Aung Taw Mu Qtr, Chan Aye Thar Zan Township, Mandalay Region.
5. Rule of Law Centre in Myitkyina located at YMCA Compound, No. (12), Myothit Quarter, Myitkyina Township, Kachin State.

Services to be provided:

The Offerors shall provide quotations for provision of security services and protection to the personnel, assets and premises of the above IDLO locations as follows:

General Requirements:

- (a) Security services shall be performed 7 days per week on a 24-hour basis.

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- (b) Security guards shall have the following shifts: one officer per location for 24 hours. The shift of each guard should not exceed more than 8 hours according to existing Myanmar Labour Laws.
 - (c) The security guards shall be properly trained and licensed, in accordance with local law, to perform security services.
 - (d) The security guards shall be uniformed and wear appropriate identification badges. The names of the guards shall be given to IDLO for verification purposes well in advance of assignment to perform services under this Contract.
 - (e) The guard should conduct their duties in a professional manner to guarantee the safety and security of the staff members, office buildings and equipment and/or all other properties inside the compound.
 - (f) The guards should follow IDLO rules and regulations and work in accordance with the laws of the country.
 - (g) The security guards should report all incidents to the highest Country Representative present in Country.
 - (h) The security guards shall be alert and vigilant all the time.
 - (i) Security Guards may not chew betel nut while they are on duty.

Job Description

- (j) The security service shall include access control of entries and exits, not only and per Standard Operational Procedure (SOP) e.g. visitation and ID card check/verification and registration of the incoming visitors not only but including: IDLO guests and the staff working within the building ensuring the safety and security of staff and visitors inside the building and overall the security of the building and its entire premises by preventing unwanted persons to enter the premises. Responsibilities of the security guards at the office premises is as follows:
 - Egress and Exit control at premises: This includes visitation at the entry point.
 - Observation of premises: This is the security service including watch at the place of assignment and control duty to prevent parking of outsider's cars and placement of foreign objects at the parking area and in front of the Office building.
 - Registration: Assisting IDLO visitors registering incoming and leaving visitors as per SOP and directing them to the relevant departments.
- (k) Security guards shall perform their duties at the ground floor, in the front of the building, at the parking area and at other places at the sides of the building, as notified by the building management.

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- (l) Security guards shall immediately get acquainted with the staff working at the building and other people shall be regarded as customers and visitors.
 - (m) Security guards shall be provided with the list of names of the staff and their car plate numbers so that they can control the entries to the building and those to the parking lot accordingly.
 - (n) Security guards shall not be overly familiar, and act in an informal way with the staff, customers and visitors for any reason whatsoever.
 - (o) Entries and exits after normal working hours by the staff shall be recorded in the register by time.
 - (p) For the performance of the security services herein, the guards will be given keys to the offices/main and rear entrance gates of the building. In such case, the Contractor shall issue a written receipt to the guards indicating that the keys have been handed over. All the floors shall be checked every two hours after 1800 hrs and lights not in use shall be switched off and running taps shall be turned off. Security guards shall check to ensure that all office doors are locked and secured at night and over the weekends and public holidays.
 - (q) Daily newspapers and other correspondence brought to the building should be first checked and received at the reception.
 - (r) In case of emergency (fire, theft, sabotage, attack, bombing alert, flood, etc.), security guards shall immediately notify the Fire Department, Police Department and National Program Manager of the incident after identifying the incident. In the event of an emergency, the Contractor shall contact Country Representative IDLO.
 - (s) The security guards shall always establish coordination with and receive security-related instructions, if any, from the National Program Manager and shall accommodate the instructions so given and shall inform the National Program Manager of any issues that may go beyond their power.
 - (t) Security guards shall not allow any unauthorized parking in front of the ROLC building;

Personnel:

- (u) The Contractor shall be fully responsible for all work and services performed by its security guards, and shall for this purpose employ qualified, competent and well-trained guards to perform the services under the Contract.
- (v) The Contractor shall take all reasonable measures to ensure that the Contractor's personnel conform to the highest standards of moral and ethical conduct. IDLO may, at any time, request in writing the withdrawal or replacement of any personnel of the Contractor assigned to perform work or 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 Contractor's personnel shall not be deemed a termination of this Contract.

(w) IDLO shall not be liable for any action, omission, negligence or misconduct of the Contractor's employees, agents, servants, or subcontractors nor for any insurance coverage which may be necessary or desirable for the purpose of this Contract, nor for any costs, expenses or claims associated with any illness, injury, death or disability of the Contractor's employees, agents, servants, or subcontractors performing work or services in connection with this Contract.

Payment Terms:

IDLO will process payment on a monthly basis, according to the terms that will be laid out in the Service Agreement, after satisfactory receipt of the services and upon submission of the invoice by the supplier.

Bookings are made with specific service providers and may not be transferrable or sub-contracted to other transport service providers.



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 Service Contract to be entered into with IDLO for the period of 12 months 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.

Annex C – Price Schedule

Prices must be indicated in MMK (Kyats) and inclusive of VAT and all applicable Taxes

Service Provider Name	
Service Provider Full Address	
Location(s) where the Service Provider can deliver their service (Mandalay / Myitkyina / Taunggyi / Yangon)	

	LOT/Categories	Prices per month, quoted in MMK, inclusive of all applicable taxes
1	Security service provision as per above ToRs, at Yangon IDLO Office.	
2	Security service provision as per above ToRs, at Yangon ROLC.	
3	Security service provision as per above ToRs, at Taunggyi ROLC.	
4	Security service provision as per above ToRs, at Mandalay ROLC.	
5	Security service provision as per above ToRs, at Myitkyina ROLC.	
6	OTHER: For any related services or costs not included and priced in the above, please clearly specify the applicable LOT, service and cost.	

Note: The prices will remain unchanged during the period of Contract implementation. IDLO will not be responsible for any associated costs not clearly noted and reflected above in the cost schedule.

SELECTION/AWARD CRITERIA

Quotations shall be evaluated based on the lowest priced quotation meeting all technical requirements indicated above. IDLO reserves the right to physically inspect the vehicles prior to award of Contract.

Name, position and signature of the official representing requested entity	Stamp (if applicable)
<hr/> <i>Duly authorised to sign this quotation</i> Position: Date:	

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	<ol style="list-style-type: none">1. IDLO Country Office, located at No.117/B, Than Lwin Road, 10th Ward, Kamayut Township, Yangon City, Yangon Division, Myanmar2. IDLO/Rule of Law Centre in Mandalay, located at No. 27, 64th St, b/t 27 x 28 Street, Aung Taw Mu Qtr, Chan Aye Thar Zan Township, Mandalay, Mandalay Region;3. IDLO/Rule of Law Centre in Taunggyi, located at No 60D, Yeik Thar Street, Thit Taw Quarter, Taunggyi Shan State;4. IDLO/Rule of Law Centre in Myitkyina, located at YMCCA Compound, No 12, Myothit Quarter, Myitkyina Township, Kachin State;
Delivery date	<p>The Contract will be signed for a period of up to 12 months. IDLO is not obliged to use the services provided by the Contractor.</p> <p>The prices will remain unchanged during the period of contract implementation.</p>
Payment terms	<p>IDLO will process payment within 30 days after satisfactory receipt of all goods/ provision of services and upon receipt of the complete and correct invoice by the service provider.</p>

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 of 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.