

REQUEST FOR PROPOSAL – Procurement of phones for ICCM Pilot Project – Buikwe District

Firm Deadline: 15th January 2021 at 04:00 PM

Date: 18th /December / 2020

Dear Sirs,

RFP REF; REQUEST FOR PROPOSAL – Procurement of phones for ICCM Pilot Project – Buikwe District - MC/ICCM PILOT PROJECT/RFQ1/2020.

1. Malaria Consortium hereby solicits a quotation for the supply of Mobile Phones described in **Part 2: Price Quotation Form**.
2. This Request for Quotation is open to all legally constituted companies that can provide the requested item and have legal capacity to deliver in the country Uganda, or through an authorized representative.
3. Bidding will be conducted in accordance with Malaria Consortium procurement processes and the procedures described in **Part 1: Quotation Procedures**.
3. Any resulting contract shall be subject to the terms and conditions.
4. Offers must be received by Malaria Consortium in sealed envelopes not later than **Friday, 15th January 2021, 4:00pm**, East Africa Standard time
6. Quotations should be submitted in securely sealed envelope clearly marked **“REQUEST FOR PROPOSAL – Procurement of phones for ICCM Pilot Project – Buikwe District - MC/ICCM PILOT PROJECT/RFQ1/2020** “and must contain:
 - a) Description of the item/s requested
 - b) Price quotation, to be submitted strictly in accordance with Price Quotation Form.

Both parts of the quotation must be signed by the company’s relevant authority and signed copy enclosed in envelope.

PART 1: QUOTATION PROCEDURES

Procurement Reference Number: **MC/ICCM PILOT PROJECT/RFQ1/2020**

Preparation of Bids: You are requested to submit a quote for all the four hundred and sixty two (462) Tecno Spark 5 by completing, signing and returning the following information:

1. Completed signed price schedule part 2 , indicating the availability ,delivery timeline and warranty/guaranty period of one year for the phones;
2. A description or pamphlet describing the distinct features of the phones required as indicated in part 3.
3. the documents evidencing your eligibility i.e. a certificate of registration or Trading license from the Authority;
4. URA a certificate of fulfilment of obligations to pay taxes ;
5. Certificate of conformity from UNBS, UCC and any other relevant documentation.
6. Proof of authorized dealership in the said phones
7. Declaration form by the Bidder in part 4 Malaria Consortium Policies and Terms of purchase , section 3;

Validity of Bids: The quotation shall be valid for a period of at least three (3) months after the submission deadline

Delivery period: The bidder should state the delivery period of items in the bid and delivery shall be to the Malaria Consortium Kampala Office after all duty clearance is done, putting into consideration that Malaria Consortium's interest is to deliver in 2 weeks after issuance of LPO

Marking of Bids: Bids should be sealed in a single envelope, clearly marked with the Procurement Reference Number above

Submission of Bids: Bids should be submitted to the address below, no later than the date and time of the deadline below. Late quotations will be rejected.

Date and Time: Friday, 15th January 2020, 4:00pm, East Africa Standard time

Address: **Malaria Consortium Uganda,
Attention: Operations Department
Plot 25 Upper Naguru East Road, Naguru,
P.O Box 8045, Kampala, Uganda**

OR

A softcopy to tenders@malariaconsortium.org

Opening of Bids: Bids will be opened internally by Malaria Consortium Procurement Committee.

Evaluation of Bids: The evaluation of Bids will use the Technical Compliance Selection methodology as detailed below:

1. Preliminary examination to determine eligibility (as defined below) and administrative compliance to this Request for Quotations on a pass/fail basis;
2. Financial comparison to determine the evaluated price of quotations and to determine the best evaluated bid.

Quotations failing any stage will be eliminated and not considered in subsequent stages.

Eligibility Criteria: You are required to meet the following criteria to be eligible to participate in public procurement:

1. registered and comply with all the laws of doing business in Uganda;
2. comply with Malaria Consortium policies;
3. meet the minimum required specifications for the phones as indicated below ***in part 3 - Minimum Required*** ;
4. have fulfilled your obligations to pay taxes;
5. not to have a conflict of interest in relation to this procurement requirement; and
6. have indicated the availability, delivery timelines and Warranty period for the phones;
7. not to be subject to sanctions as per the UK Treasury , EC and OFAC sanctions lists, or be blacklisted by Malaria Consortium
8. Submitted a description or pamphlet describing the distinct features of the phones required as indicated in **part 3**.

Currency: Quotations shall be priced in Uganda Shillings.

Best Evaluated Bid: The best evaluated bid shall be the **BEST VALUE**, which is eligible and substantially responsive to the commercial and technical requirements and shall be recommended for award of contract.

Right to Reject: Malaria Consortium reserves the right to accept or reject any quotation or to cancel the bidding process and reject all bids at any time prior to contract signing.

Payment Terms and Validity of quote: Malaria Consortium payment terms are 30 days upon receipt of phones, shipping documents, invoice and validity of the quote is 90 days from the date of submission of the quote.

Warranty Package: Warranty/service shall be not less than 1 year period against manufacturer Defects

The sites for delivery of the supplies is: DDP delivered to the Malaria Consortium office in Kampala.

PART 2: PRICE SCHEDULE

Name of Bidder:

Date of the quotation:

Procurement Reference Number:

Warranty Period:

Validity of quotation:

Delivery period after receipt of PO:

NOTE: Prices quoted by the Bidder shall be firm and fixed during the Bidder’s performance of the purchase Order and not subject to variation on any account.

No:	Description of Microscope	Quantity	Unit Rate (Ugx)	Total Price (Ugx)
1.	TECNO SPARK 5	462		
	Delivery Time:			
	Warranty Period:			
Net Total:				
VAT @ %:				
GRAND TOTAL:				

Price Quotation Authorised By:

Signature: _____ Name: _____

Position: _____ Date: _____

Authorised for and on behalf of:

Company: _____

PART 3: MINIMUM REQUIRED SPECIFICATION

No.	Type	Descriptions
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1.	TECNO SPARK 5	<p>MINIMUM SPECIFICATIONS</p> <ul style="list-style-type: none"> • Processor: 2.0GHz Octa-Core) • Display: 6.6" Dot-in Display • Resolution: 720*1600 Display • Connectivity: GPS, Wi-Fi, FM, BT, OTG • Memory: 32GB ROM + 2GB RAM • Battery: 5000mAh and Above • Android: HiOS 6.1 based on Android™ 10 • SIM card: Nano SIM, Dual SIM • Color: Ice Jadeite, Spark Orange, Vacation Blue, Misty Grey • Camera: <ul style="list-style-type: none"> ○ 13MP Triple Rear Camera with Flash ○ 8MP Front Camera with Flash • Network: 2G: GPRS/EDGE <ul style="list-style-type: none"> ○ 3G: WCDMA/HSPA/HSPA+ ○ 4G: LTE (FDD, CSFB) TDD LTE
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PART 4: MALARIA CONSORTIUM POLICIES AND TERMS OF PURCHASE

Malaria Consortium Terms and Conditions of Purchase

1. The bid documents and subsequent correspondences constitute part of this contract
2. The vendor shall keep all proprietary information accessed confidential and will not use this contract or any other related items such as the logo of Malaria Consortium for any other business without the prior approval of Malaria Consortium.
3. It is agreed that at minimum a quarterly review meeting will be held between senior representation of both Malaria Consortium and the vendor to review performance of this contract. Each parties agrees to cover the cost of the meetings independently.
4. The vendor agrees to produce a statistical report to Malaria Consortium at the end of every month.

Payment and Fess Condition:

5. The vendor agrees to honor the pricing terms presented in the RFP response for the period of the resulting contract
6. All payments will be made in the agreed currency in accordance with the agreed payment terms with the following supporting documents;
 - a. The purchase order confirming the supply of goods/services from an authorized Malaria Consortium staff member as set out in the contract showing the price.

- b. A signed proof of delivery of the goods/services ordered by the Malaria Consortium.
- 7. The vendor provider will give a proper and immediate update on any promotional fares when introduced for the goods/services and also facilitate Malaria Consortium to benefit from it.

Force Majeure

- 8. If the performance of the resulting contract is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure which will mean any event beyond the control of the party affected including inter alia, Acts of God, Acts of regulation or Laws of Government or similar authority, war, civil commotion, destruction of facilities or materials by fire, earthquake or storm, labor disturbances, epidemics, failure of public utilities, then the party so affected will immediately notify the other in writing.
- 9. Upon acceptance in writing by the other party of the existence of any such event, or if the other party has failed to respond within 5 working days, the obligations of both parties will cease or shall be suspended for an appropriate period of time to be arranged between the vendor and Malaria Consortium.

Cessation and Suspension of Obligations

- 10. In the event of the cessation of obligations Malaria Consortium is obliged to pay any sum due or outstanding based on the number of goods/services to have already been issued/completed under the terms of this contract at the date of cessation;
- 11. Each party has the right to terminate this contract within 30 (thirty) days prior written notice in the event that;
 - a. the vendor does not remedy a failure in the performance of their obligations under this contract within thirty (30) days after being notified in writing or within such further period as Malaria Consortium may subsequently approve in writing; or
 - b. the vendor become insolvent; or
 - c. as a result of Force Majeure, the vendor is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or.
 - d. If donor terminates, significantly alters or suspends its contract with Malaria Consortium, which will trigger a significant reduction in activities or programme closure.

Arbitration

- 12. Should the parties be in dispute on the meaning or interpretation of any of the terms of this Agreement, including a failure to agree on an event of force majeure, the matter will be referred to an arbitrator to be nominated by the parties or, failing contract, to be appointed in accordance with the United Kingdom Arbitration Act, and the decision of the arbitrator or ruling of the Court will be final and binding on both parties.

Governing Law

- 13. This contract will be governed by and construed in accordance with the Laws of the Uganda.

Anti-Bribery Policy

1. Purpose and context

Malaria Consortium's policy is to conduct its work in an honest and ethical manner. Malaria Consortium, wherever it operates, takes a zero-tolerance approach to bribery and is committed to ensuring that its employees act professionally, fairly and with integrity in all dealings wherever Malaria Consortium operates. This is to ensure that the organisation benefits from a valued reputation, and donor and partner and beneficiary confidence.

2. Principles

Malaria Consortium is committed to implementing and enforcing effective systems to counter bribery.

3. Scope

This policy applies to all individuals in the organisation, including trustees, senior managers, employees (whether permanent, fixed term or temporary), volunteers and interns, consultants, partners and any other person or organisation providing services to Malaria Consortium whether paid or unpaid.

All employees will be trained on this policy on joining the organisation as part of their finance induction. They will be asked to sign that have read, understood and agree to abide by its content. All other persons associated with the organisation will be informed of this policy through their contractual arrangements. For existing employees and associated persons the policy is to be communicated via the Country Director, the Regional Programmes Director in the regions and the Financial Controller in each country.

4. Definition and terms

What is a bribe?

A bribe is a financial or other advantage offered or given:

- To anyone to persuade them to or reward them for performing their duties improperly or;
- To any public official with the intention of influencing the official in performance of their duties. This includes any form of gift or payment to an official in an attempt to speed up or complete a process quicker than usual. The size of the gift is irrelevant.

5. Implementation

Any individual suspected of offering, promising or giving a bribe, requesting, agreeing to receive or accepting a bribe or bribing a public official will be investigated under the organisation's disciplinary policy and if found guilty will be dismissed for gross misconduct. For any contractor found to offer, promise or give a bribe or requested or agreed to receive or accept a bribe or bribing a foreign public official, will have their contract terminated immediately, all business dealings will cease and financial compensation will be sought and it will be reported to the authorities as required by the Act.

If any individual is confronted with a request to make a bribe, individuals are to present a copy or explain this Anti-Bribery Policy and must not agree to the bribe in any circumstances. All vehicles should carry a copy of the policy for this purpose.

Gifts and hospitality

This policy does not prohibit the giving and receiving of promotional gifts of low value and normal and appropriate hospitality. Low value gifts are defined as those below GBP 5.00 or currency equivalent. Gifts and hospitality may amount to bribery; therefore these must not be offered or given with the intention of persuading anyone to act improperly or to influence a public official in the performance of his duties. Any gifts or hospitality offered must be reported to the Country Finance Manager before acceptance and instruction given to the individual on whether or not the gift is to be accepted.

Any offer or promise must be documented, whether it is approved or not by the Country Finance Manager on the register of interest and gifts for the country. Malaria Consortium does not give out gifts, although within projects, some activities, such as low cost incentives to voluntary workers, may be acceptable. These must be within the original project and its budget as agreed with the donor.

The register will be accessible by the Country Director, internal and external auditors and to regional and HQ staff performing checks on visits to the country.

Facilitation payments and kickbacks

Malaria Consortium does not make, and will not accept, facilitation payments or “kickbacks” of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official, for example to clear goods or persons through customs. Kickbacks are typically payments made in return for a business favour or advantage, for example, to reduce delivery time on goods and services. All employees must avoid any activity that may lead to, or suggest, that a facilitation payment or kickback will be made or accepted on behalf of Malaria Consortium.

Donations

Malaria Consortium does not make contributions of any kind to political parties.

Financial Systems

Malaria Consortium will keep financial records and ensure appropriate internal controls are in place to ensure there is an evidence trail for any payments made to third parties, in order to prevent corrupt payments taking place.

All expense claims relating to hospitality, gifts or expenses incurred to third parties must be submitted in accordance with the financial procedures and must specifically record the reason for the expenditure.

All accounts, invoices, memoranda and any other documents and records relating to dealings with third parties, such as clients, suppliers and other business contacts, must be prepared and maintained with strict accuracy and completeness. No accounts must be kept “off-book” to facilitate or conceal any payments.

Whistle Blowing

Employees are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage in accordance with Malaria Consortium’s Whistle Blowing Policy. Malaria Consortium will apply criminal and administrative sanctions in a robust manner to demonstrate a zero tolerance to bribery.

Monitoring

The effectiveness of this policy will be regularly reviewed by the Board of Trustees and internal control systems and procedures will be subject to audit under the internal audit

Anti-Fraud and Anti-Corruption Policy

1. Purpose and context

The aim of Malaria Consortium’s fraud and anti-corruption policy is to minimize fraud through a series of measures, including clear policies and processes, regular internal and external audits and training for all staff.

2. Principles

Malaria Consortium is committed to investigate any and all suspected acts of fraud, misappropriation or other similar irregularity. Detecting fraud and corruption is everyone's responsibility and if any incident or potential incident is discovered staff must report it immediately, as required by Malaria Consortium's whistle blowing policy.

3. Scope

Malaria Consortium is committed to maintaining an untainted reputation with its donors, partners, beneficiaries and vendors. All Malaria Consortium employees and service providers are under obligation to maintain integrity in all actions and must avoid circumstances that compromise their decisions or actions. All employees must ensure that the ethical business practices and interests of the organisation are observed.

It is a major violation of Malaria Consortium's policies for employees or service providers to knowingly conceal, falsify or misrepresent a material fact relating to any transaction. Misrepresentation may include but is not limited to: signing for receipt of goods or services not yet received or completed, or altering any document to disguise or change the outcome, including the back-dating of documents. For employees proven violations will lead to disciplinary action up to dismissal from employment and legal action. For service providers proven violations will result in the immediate termination of their contract and the cessation of all business dealings.

4. Definition and terms

Fraud is defined in the Uganda Act, as false representation, failure to disclose information or abuse of position, in order to make a gain for yourself or another or to cause or expose another to a risk of loss. Fraud covers an act of deception, bribery, forgery, extortion, theft, misappropriation, false representation, conspiracy, corruption, collusion, embezzlement, or concealment of material facts.

Anti-corruption: relates to the measures taken to eradicate or prevent dishonest or fraudulent conduct.

Both corruption and fraud amount to abuse and theft. Acts of fraud and corruption include, but are not restricted to:

- Falsifying time sheets or payroll records
- Falsifying travel and entertainment expenses
- Fictitious reporting of receipts from suppliers or shipments to customers
- Creation of false invoices or purchase orders, including the back-dating of documents
- Misappropriation of Malaria Consortium and donor equipment, resources and even data
- Misstatement of income
- Misstatement of assets
- Understatement of liabilities
- Paying bribes, that is payment to another person to induce a certain action from them, this includes payments to officials such police officers requesting unofficial payments on road blocks
- Receiving money or gifts in order to undertake a certain action for example ordering with a specific supplier
- Obtaining Malaria Consortium income or assets by deception
- Claiming to provide services to beneficiaries that do not exist, and other forms of identify fraud

5. Implementation

Steps to mitigate occurrence

The organization adopts the following anti-fraud measures to minimize its risk from fraudulent activity:

- Clear policies on the expected conduct of staff in the organization, for example Anti-Bribery and Code of Conduct communicated as part of induction programme and updates staff in team meetings.
- Records and investigates all incidences including suspected and confirmed fraud, in line with MC Guidance on Conducting a Fraud investigation.
- Reports fraud to the police and to the Charity Commission.
- Implements robust controls and informs staff about the procedures and measures in place.
- Ensures records of all income and expenditure are kept and receipts, invoices and supporting documents are adequate.
- Checks that financial controls are not overridden, by-passed or ignored
- Reconciles bank accounts monthly and conducts spot checks
- Uses tiered delegated authority and signature levels for all payments
- Restricts and closely monitors access to sensitive information
- Implements an Internal Audit function reviewing processes and procedures on a risk basis
- Establishes clearly defined roles for staff that include segregation of duties

Malaria Consortium has a zero tolerance to fraud and corruption. Malaria Consortium will apply robust sanctions to combat fraud and corruption including disciplinary action and reporting suspected criminal activity to the police.

Child Safeguarding Policy

STATEMENT OF COMMITMENT

Malaria Consortium is committed to comply with all relevant local law on child rights and welfare in order to provide what is in 'best interest of the child' including employment law that apply to children.

Malaria Consortium is committed to the welfare and rights of children. All staff, volunteers, interns, consultants, visitors, donors, service providers, trustees or sponsors of Malaria Consortium are expected to treat all children and other staff with respect and dignity regardless of race, colour, sex, language, religion or belief, political or other opinion, ethnic or social origin, disability, birth or other status. This includes all children less than 18 years of age.

Inappropriate, harassing, abusive, sexually provocative or demeaning language or behaviour towards children will not be tolerated. Different forms of child abuse include:

- Physical Abuse: Any punishments and physical abuse to children like beating including with a stick or other implement, poisoning, shaking and smothering or forcing the child to work in an unsafe way/environment. These are things that deliberately and negatively affect the physical well-being of children.
- Mental Abuse: Any actions (gestures, words and behaviour) that deliberately affect a child's mental/emotional well-being for example by making them afraid, anxious, annoyed or discouraged.

- Neglect: Any actions that deliberately neglect to provide the four essential rights of children (right to live, right to learn, right to participate and the right to speak).
- Sexual Abuse: Any actions with sexual intent towards children such as touching children's genitals, forcing child to watch or take part in pornography or coercing the child to have sex.

Malaria Consortium is committed to informing children, decision makers, and the public through the media that child abuse is wrong. It is also understood that keeping silent is also wrong.

Where possible children are also included as key stakeholders because Malaria Consortium believes that children have the right to speak and be heard. Involving them in the process also enables them to know their right to protection. Children are encouraged to have active cooperation, share information and be involved in advocacy initiatives.

All staff, visitors, partners and service providers agree to this policy which is reviewed every two years.

BEHAVIOURAL PROTOCOLS

- Whenever possible, it should be ensured that another adult is present when working in the proximity of children. Sleeping close to unsupervised children will not be allowed unless absolutely necessary.
- That a child will not be engaged in any form of sexual activities or acts. Adults will always be responsible for their behaviour and cannot blame the child even if the child 'provokes' or acts in a 'seductive' way.
- That computers, mobile phones, video and digital cameras will be used appropriately, and never to exploit or harass children or to access child pornography through any medium.
- If protocols are broken the person involved will be disciplined and such disciplinary action could result in summary dismissal.
- Communities and children with whom Malaria Consortium staff work will be informed of the protocols and will be assured that project support will not be discontinued if they report suspicious behaviour. Also Staff will not be asked to leave for reporting suspicious behaviour.
- Where children are placed in communities, there will be careful screening and training of foster parents to ensure safe and adequate care will be given.
- Malaria Consortium, its partners and service providers will not hire children for domestic or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury.

RESPONSES TO ALLEGATIONS

Individuals must immediately report concerns or allegations of child abuse. Where an allegation has been made that a staff member/visitor/service provider to the organisation has abused a child then the Malaria Consortium will investigate and take the appropriate action to deal with the situation.

- Malaria Consortium will have a designated person who is to be responsible for dealing with child safeguarding issues in the organisation.
- Both victim (and perpetrator) will be treated with respect from the start of the process to the end.
- Children rarely lie in situations like this so their story must be heard and believed unless proven otherwise. They may also require extra protection if the perpetrator has not been arrested.

- Malaria Consortium will have a reporting procedure where the Country Director is informed and then others as the need arise.
- Records should be made of all facts related to the investigation and these should be carefully and confidentially filed.
- The relevant Embassy should be informed if a foreigner is involved.
- There should be a person designated to deal with the police.

USE OF CHILDREN’S IMAGES AND PERSONAL INFORMATION FOR PROMOTION, FUNDRAISING AND DEVELOPMENT EDUCATION

When photographing or filming a child for work related purposes, Malaria Consortium must:

- Before photographing or filming a child, assess and endeavor to comply with local traditions or restrictions for reproducing personal images.
- Before photographing or filming a child, obtain consent from the child or a parent or guardian of the child. This must be explained to the child how the photograph or film will be used.
- Ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be seen as sexually suggestive.
- Ensure images are honest representations of the context and the facts.
- Ensure file labels do not reveal identifying information about a child when sending images electronically.

Section 3 - Declaration by the Bidder:

We, the Bidder, hereby confirm compliance with:

- Malaria Consortium Terms and Conditions of Purchase
- Malaria Consortium’s Child Protection policy
- Malaria Consortium’s Anti-Fraud and Anti-Corruption policy
- Malaria Consortium’s Anti-Bribery Policy

We also confirm that Malaria Consortium may in its consideration of our offer, and subsequently, rely on the information provided in this document.

I (Name) _____ (Title) _____

am authorized to represent the above-detailed company and to enter into business commitments on its behalf.

Signature

Date