**Terms of Reference for Provision of Staff Medical Cover (In-patient, out-patient, optical & dental), Life and Accident Insurance +Vehicle Insurance**

**Tender number: NRC/SO/003/2022**

**Service**

The office of the Norwegian Refugee Council Somalia invites your company to make a firm offer for the following services:

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No** | **Description of Services** | **Unit of Measure** | **Qty** |
| 1. 1 | Supply of Staff & Dependents Medical Insurance  Scheme covering; Inpatient, Outpatient, Dental, Optical & Maternity.  **Family size, M+4 and M+5**  **OPTION 1:**  Inpatient- USD 15,000  Outpatient- USD 3,500  Dental USD 350  Optical USD 350  Maternity USD 600  **OPTION 2:**  Inpatient- USD 15,000  Outpatient- USD 3,000  Dental USD 300  Optical USD 300  Maternity USD 600  \*Territorial limits: Somalia, Ethiopia and Kenya | Staff | (use 1 for the quotation) |
|  | Life and Accident Insurance with below submit;  Accidental, Illness and Natural Death   * Death: 4 times annual salary, subject to maximum amount of USD 150,000 * Critical Illness: 30% of death benefit, subject to maximum amount of USD 80,000 * Permanent total disability: 4 times annual salary, subject to maximum amount of USD 150,000 * Last Expense: USD 2,000 per person   Occupational Benefits   * Death: 4 times annual salary, subject to maximum amount of USD 150,000 * Permanent total disability: 4 times annual salary, subject to maximum amount of USD 150,000 * Temporary total disability: 104 week’s basic salary   \*Geographical limit –Worldwide  \*Age limit – 18-70yrs  \* PVT: covered. | Staff | (use 1 for the quotation) |
|  | Auto Insurance - Comprehensive coverage including third party liability for the following Five (5) vehicles:   1. Toyota Hardtop bullet proof, 6 seated, model 2013, Current value USD 24,000 2. Toyota land cruiser soft-skinned, 5 seats, model 2005, Current value USD 8,200 3. Toyota minivan Noah, 9 seats, model 2001, Current value USD 4,000 4. Toyota Landcruiser, 10 seats, Model 2022, current value USD 31,764.70 5. Toyota Landcruiser, 10 seats, Model 2022, current value USD 31,764.75   \*PVT: covered | Cars | 5 |

**Requirements:**

* **License to operate:** the bidding company must be registered with the local authorities and must have a valid certificate of registration to operate in Somalia and Somaliland (a copy should be attached).
* **Financial Capability:** the bidder shall furnish documentary evidence that it meets the following financial requirement(s):
  + Bidders shall include a **financial bank statement for the last one year** from a bank indicating their financial status which will indicate their ability to perform the contract of the magnitude equivalent to the quoted bid price. This evidence should be submitted together with the bid.
* **Experience and Technical Capacity:** the bidder must provide evidence of having executed at least **one** years’ contract of similar service and magnitude.
* Tax compliance certificate.
* List of current clients, preferably INGOs.
* List of countrywide panel hospitals including border points (Somalia, Somaliland, Kenya & Ethiopia), as well as any other hospitals outside of the country.
* Company profile, including CVs of key personnel.
* Reference letters and the contact of at least three referees (email and telephone).

**Other Conditions:**

1. NRC is not subject to VAT; therefore all offers should be exclusive of VAT costs.
2. If there is any conflict, it is a fundamental term of the Bid that the Bidder acknowledges and accepts that the terms and conditions of NRC shall prevail.
3. The BUYER shall **not** be liable in respect of any costs incurred by the seller in the preparation of the bid proposal or any associated work effort, including the supply of presentation material, brochures, specifications or manuals for evaluation and the return of such items to the seller, following such evaluation. Furthermore, the BUYER shall not accept liability for any work undertaken by a bidder in anticipation of being awarded a contract.
4. All pricing shall be guaranteed **not to increase**, based on an order placed within the proposal due date and intended for delivery in accordance with the specified delivery schedule.
5. The performance of the successful bidder(s) shall be monitored during the contract period. In the event of services not being in accordance with the specification or the conditions of the contract, the BUYER reserves the right to cancel the contract.
6. Bidders may be requested to formally present their bid proposal to the BUYER in order to clarify any questions or queries regarding their bid offer.
7. NRC shall reject without any liability whatsoever any services supplied that do not meet the agreed specifications. The SELLER is cautioned that the final items MUST meet the specification agreed by the BUYER or demonstrated their sample (Seller).
8. All suppliers doing business with NRC should maintain high standards on ethical issues, respect and apply basic human and social rights, ensure non-exploitation of child labour, and give fair working conditions to their staff. NRC reserves the right to reject bids provided by suppliers not meeting these standards.
9. NRC aims to purchase products and services that the minimum environmental impact. Environmental considerations form part of the NRC selection criteria, and NRC reserves the right to reject quotations provided by suppliers not meeting these standards.
10. The bidder represents and warrants that no official of NRC shall be offered by the bidder any direct or indirect benefit arising from this tender or the award thereof. The bidder should note that breach of this provision is breach of an essential term of this tender; hence the bidders in breach of this provision shall be disqualified from doing business with NRC.
11. NRC reserves the right to accept or reject the whole or part of your quotation based on the information provided. Incomplete bids which do not comply with our conditions will not be considered.
12. Shortlisted suppliers may be required to submit samples of each item. Please be sure to have all samples available at short notice, and wait for a response from NRC if you have been shortlisted.
13. Confidentiality; Save as otherwise provided in this document, the BUYER agrees to maintain in confidence and not disclose, reproduce, copy any materials, documentation or specification which are provided to the NRC hereunder. The BUYER shall take all reasonable steps to ensure that its employees, agents and sub-contractors are bound by the same obligation.

**How to apply**

Interested companies should send their bid documents to [**so.procurement@nrc.no**](mailto:so.procurement@nrc.no) on & before **Monday 31st October 2022, 4:00PM** quoting in the subject line “Provision of Staff and vehicle Insurance”.

Enquiries can be sent to email: [**hafsa.mohamed@nrc.no**](mailto:hafsa.mohamed@nrc.no)

**Annex A: NRC Ethical Purchasing Policy**

# CONDUCT AND ETHICS

NRC has a responsibility to promote fair and ethical business. These rules and regulations should be observed and followed by all NRC employees whenever conducting procurement or entering into contracts and agreements on behalf of NRC. Employees should also refer to the NRC Anti Corruption Guidelines, available on the intranet, for further information.

## Code of Conduct

The standard NRC Code of Conduct is known by all employees of the organisation and regulates the employee’s behaviour in general. Dealing with external organisations engaged in the selling of goods and services is an activity that is potentially vulnerable to fraud. Procurement staff at all levels should therefore understand and observe the following additional logistics code of conduct:

* Business will be conducted honestly and with total impartiality, and preferential treatment for none.
* Maintaining the integrity and confidentiality of the procurement process is extremely important.
* Procurement staff should not generate any suspicion of conflict between duty and personal interests.
* No NRC staff member will solicit or accept, directly or indirectly, any gift, favour, entertainment, loan or anything of monetary value from vendors or potential vendors. (The only exception to this rule is inexpensive public relations/promotional items such as business diaries, calendars or pens).
* Bids should not be solicited from, nor contract awarded to, any company that is owned, controlled or actively influenced by any NRC employee or immediate relative of that employee. In some locations, due to the size and nature of the local market it may be necessary to deal with companies where relatives of NRC employees are involved. In these cases the NRC employee concerned must not take any part in the procurement process and permission in writing should be sought from the country office or the head office in Oslo as appropriate.
* Fair and transparent processes must be used in the hiring of all staff, based on merit and suitability for the job. This particularly applies to casual staff who are particularly at risk of exploitation, especially in areas where paid work is scarce. Oversight from management staff is required to ensure that recruitment processes are fair and open.

All NRC staff are required to read and sign a Code of Conduct on acceptance of their position within NRC. In addition, NRC is responsible for providing space and time for discussion and awareness of issues covered in the Code of Conduct, and training as necessary. The Country Director is responsible to arrange such workshops and trainings.

## Conflict of Interest

A conflict of interest can easily occur when doing business and operating on behalf of NRC. Particularly in small communities, conflicting interests pose a significant challenge. It is therefore of utmost importance that the procedures detailed in this handbook are adhered to at all times. If for some reason a NRC employee is at risk of facing a conflict of interest when performing their assigned tasks, the case should immediately be reported to their superior, normally in writing, detailing the reason for the conflict. This document should be held on file, and further decisions documented and also filed. The superior should determine the most appropriate action in that specific case.

If deemed necessary to avoid a conflict of interest, the task should be handed over to another staff member, or a decision made not to deal with the supplier in question.

Many conflicts of interests involve issues regarding family, friends and/or clan associations of a staff member. Additionally a staff member’s personal gain can lead to several conflict of interest problems. Some examples of conflict of interest are; staff members being offered gifts, loans and favours, taking advantage of inside knowledge to gain favour with a vendor or having close personal or family ties to a particular vendor.

To avoid a potential conflict of interest, as a minimum, all employees should adhere to the following guidelines when awarding contracts;

* Avoid fostering any suspicion of conflict between professional and personal interest
* No employee, officer, or agent shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such conflict may arise when the employee, officer or agent, or any member of the employee’s immediate family is employed by or has a financial or other interest in the firm selected for an award.
* The officers, employees, and agents of NRC shall neither solicit nor accept gratuities, favours, or anything of monetary value from contractors or parties to sub agreements. However, NRC may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.
* All officials involved in the procurement should declare any conflict of interest with bidders prior to the initiation of a bidding process and evaluation of tenders.
* Prior to any meeting held in respect of any evaluation, adjudication or award of a contract, all persons must be required to acknowledge in writing that they have no conflict of interest in respect of the tender being considered.

If an employee believes there may be a potential conflict of interest or they are unsure as to whether a specific case constitutes a conflict of interest, this must be brought to the attention of the country director who will take a decision on the matter.

## Business ethics

The following business ethics should be adhered to by all NRC staff members at all times;

* Promote fair, ethical and legal trade practices
* Accord prompt and polite business cooperation in an atmosphere of good faith and equal treatment devoid of any intentional misrepresentations
* Treat all information received from vendors in the strictest confidence and guarantee the confidentiality of all specifications and price quotations received as detailed in these guidelines. This includes in the case of public tender openings, which may publicly announce bids that are received from companies, but not their value or specification
* Decline to take advantage of vendor errors in bids and quotations
* Avoid causing needless expenses or inconvenience when requesting offers/proposals, by always providing complete and full specifications, and ensuring that all bids are like for like
* Remain absolutely free of any obligations to any vendor
* Make every reasonable effort to negotiate an equitable and mutually agreeable settlement, free of any controversy, conflict or misunderstanding with a vendor
* Any price negotiations with vendors to be conducted in a transparent manner with the approval and input of the NRC selection committee

## Corruption

NRC Anti Corruption Guidelines covers this issue in detail, including information on the causes and consequences of corruption, types of corruption, and ways to reduce risk of corruption.

NRC has zero-tolerance against all kinds of corruption. All NRC staff-members will do their utmost to avoid NRC staff-members becoming involved in corruption. This includes communicating that corruption is unacceptable in cases where the issue arises. NRC procedures are in place to avoid NRC becoming involved in corruption, and must be followed.

Any suspected corruption should be reported through the management structure or directly to the Head Office through the whistle blowing routines described in the internet page www.nrc.no or the NRC Intranet. Managers at all levels in NRC are responsible for supporting all NRC staff members to follow procedures and avoid corruption, and for making anti corruption rules, tools and routines known by everyone, particularly support staff.

All NRC staff are required to read the Anti Corruption Guidelines, and be clear where they should go to report corruption, particularly those who are more likely to be exposed to corruption risks, such as logistics and finance staff.

## Suppliers ethical standards

All suppliers doing business with NRC should maintain high standards on ethical issues, apply basic human and social rights, and give fair working conditions to their staff. NRC will not do business with producers of weapons, including anti-personnel mines, alcohol, tobacco or pornography.

Suppliers should be asked if there is a potential conflict of interest with any NRC staff before any contract is placed with them, and written documentation of this should be placed on file and taken into consideration in any future procurement dealing with that supplier.

NRC has the right to decide not to deal with any given supplier for ethical reasons, or conflict of interest reasons. For the sake of local relationships and transparency, it is good practice to inform suppliers if/when they are not being selected by NRC, giving clear reasons, and therefore providing the supplier with the opportunity to resolve the problem. The handling of this would depend on the context, and should be handled carefully in line with security guidelines, with senior managers kept informed in case problems arise.

Further information regarding selection of suppliers is given in the Procurement Section of this handbook.

Suppliers and collaborating partners delivering value of more than 10 000 USD to NRC during 1 year, must comply with NRC’s ethical standards. A written statement, where suppliers confirm that they accept NRC’s ethical standards, and verify that they are not involved with any form of corruption, must be completed by the supplier prior to any business being carried out with NRC. The form should be filed in the logistics archive, for a period of 10 years, and updated on a yearly basis, or as often as found appropriate. NRC’s authorized staff should do spot-checks at least once a year to follow up to verify that NRC’s ethical standards are complied to.

# ENVIRONMENTAL ISSUES

NRC shall implement all projects in a manner that promotes sustainable development and ensures the protection of the environment to the greatest extent possible. NRC operations should be environmentally sustainable whenever possible and the impact on the environment should always be considered when operating.

**OPERATING PRINCIPLES FOR NRC AND SUPPLIERS**

The implementation of the Code of Conduct for Suppliers will be a shared responsibility between NRC and its suppliers, informed by a number of operating principles, which will be reviewed from time to time.

**NRCwill**

1. Assign responsibility for ensuring compliance with the Code of Conduct to a senior

manager.

2, Communicate its commitment to the Code of Conduct to employees, supporters and

donors, as well as to all suppliers of goods and services.

1. Make appropriate human and financial resources available to meet its stated commitments, including training and guidelines for relevant personnel.
2. Provide guidance and reasonable non-financial support to suppliers who genuinely seek to promote and implement the Code standards in their own business and in the relevant supply chains, within available resources.
3. Adopt appropriate methods and systems for monitoring and verifying the achievement of the standards.
4. Seek to maximize the beneficial effect of the resources available, e.g. by collaborating with other Non Governmental Organizations, and by prioritizing the most likely locations of non-compliance.

**NRC expects suppliers to:**

1. Accept responsibility for labor and environmental conditions under which products are made and services provided. This includes all work contracted or sub-contracted and that conducted by home or other out-workers.
2. Assign responsibility for implementing the Code of Conduct to a senior manager.
3. Make a written Statement of Intent regarding the company’s policy in relation to the Code of Conduct and how it will be implemented, if requested by NRC, and communicate this to staff and suppliers as well as to NRC.
4. Report progress in implementing the Code annually, either by describing actions taken to fulfill the Statement of Intent, or by completing a questionnaire, as requested by NRC.

**Both parties will:**

1. Require the immediate cessation of serious breaches of the Code and, where these persist, terminate the business relationship.
2. Seek to ensure all employees are aware of their rights and involved in the decisions, which affect them.
3. Avoid discriminating against enterprises in areas of operation.
4. Recognize official regulation and inspection of workplace standards, and the interests of legitimate trades unions and other representative organizations.
5. Seek arbitration in the case of unresolved disputes.

**QUALIFICATIONS TO THE POLICY STATEMENT**

The humanitarian imperative is paramount. Where speed of deployment is essential in saving lives, NRC will purchase necessary goods and services from the most appropriate available source.

NRC can accept neither uncontrolled cost increases nor drops in quality. It accepts appropriate internal costs but will work with suppliers to achieve required ethical standards as far as possible at no increase in cost or decrease in quality.

**Suppliers ethical standards**

Anyone doing business with Norwegian Refugee Council shall as a minimum meet the ethical standards as listed below, or shall positively agree to the standards and be willing to implement changes in their organisation.

**Name of supplier/company:­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CONDITIONS RELATED TO THE WORKPLACE:**

We verify the following:

1. That no workers in our company will be forced, bonded or involuntary prison workers.
2. Workers shall not be required to lodge “deposits” or identity papers with their employer and shall be free to leave their employer after reasonable notice.
3. Workers, without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively.
4. Children and young persons under the age of 18 shall not be engaged in work which is hazardous to their health or safety, including night work.
5. Children under the age of 15 (14 or 16 in certain countries) shall not be engaged in work that is detrimental to their education.
6. There shall be no discrimination at the work place based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.
7. Measures shall be established to protect workers from sexually intrusive, threatening, insulting or exploitative behavior, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.
8. Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, shall be prohibited.
9. Steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
10. Wages and benefits paid for a standard working week shall meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. Wages should always be enough to meet basic needs.
11. All workers shall be provided with a written and comprehensible contract outlining their wage conditions and method of payments before entering employment.
12. Working hours shall comply with national laws and benchmark industry standards, whichever affords greater protection. It is recommended that working hours do not exceed 48 hours per week (8 hours per day).
13. Workers shall be provided with at least one day off for every 7 day period.
14. All workers are entitled to a contract of employment that shall be written in a language they understand.
15. Workers shall receive regular and documented health and safety training, and such training shall be repeated for new workers.
16. Access to clean toilet facilities and to portable water, and, if appropriate, sanitary facilities for food storage shall be provided.
17. Accommodation, where provided, shall be clean, safe and adequately ventilated, and shall have access to clean toilet facilities and potable water.
18. No Deductions from wages shall be made as a disciplinary measure.
19. Obligations to employees under international conventions and social security laws, and regulations arising from the regular employment relationship, shall not be avoided through the use of short term contracting (such as contract labour, casual labour or day labour), sub-contractors or other labour relationships.
20. All workers shall be provided with a contract of employment that shall be written in a language they understand.
21. Hazardous chemicals and other substances shall be carefully managed in accordance with documented safety procedures.

**CONDITIONS OUTSIDE THE WORKPLACE:**

1. Production and extraction of raw materials for production shall not contribute to the destruction of the resources and income base for marginalized populations, such as in claiming large land areas or other natural resources on which these populations are dependent.
2. Environmental measures shall be taken into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. Local, regional and global environmental aspects shall be considered. The local environment at the production site shall not be exploited or degraded by pollution.
3. National and international environmental legislation and regulations shall be respected.

**Relationship with NRC and NRC staff members:**

1. Is there any potential conflict of interest between you and your company with any NRC staff member? A conflict of interest can be due to a relationship with staff members such as close family etc.
2. Hold necessary tax registration and paying taxes according to regulations?