# INTERNATIONAL DEVELOPMENT LAW ORGANIZATION INVITATION TO BID

Reference: ITB No. N_436A-MDA 21	Date: May 20, 2021

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for **Supply, Delivery, and Installation of ICT Equipment.** The full requirement is described in Annex C.

We also request that your Bid is submitted using the format specifically detailed in Annex D, E and F.

Bids submitted by email must be limited to a maximum of **10MB**, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

Bids shall be evaluated based on the criteria set in Annex B.

IDLO is not bound to accept any Bid, nor award a Contract, nor be responsible for any costs associated with a Bidder's preparation and submission of a Bid, regardless of the outcome or the manner of conducting the selection process.

IDLO encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to IDLO if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this Invitation to Bid (ITB).

By submitting a Bid in response to this information, Bidders are confirming acceptance of IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct in full and; Payment Policy where payment is made within 30 days after delivery of service on presentation of complete and correct invoice.

This ITB consists of the following Annexes. Please be guided by these in preparing your Bid:

a.	Instructions to Bidders	Annex A
b.	Preliminary Screening Criteria	Annex B
с.	Terms of Reference (TOR)	Annex C
d.	Bid Submission Form	Annex D
e.	Bidder Information Form	Annex E
f.	Price Schedule	Annex F
g.	IDLO Special Conditions of Contract	Annex G
h.	IDLO General Terms and Conditions for the Procurement of Goods or Services	Annex H
	and IDLO Supplier Code of Conduct	

For any questions/clarifications related to this ITB before Deadline for Submissions of Bid, please contact IDLO on <u>tenders@idlo.int</u> and mention **Clarification ITB N\_436A\_MDA\_21** in the subject section of your email.



ITB N\_436A -MDA\_21

Deadline for Submission of Proposals: On or before **Date: May 25, 2021 Time: 15:00 hours Rome, Italy** local time.

Thank you and we look forward to receiving your Bid.

Sincerely yours, International Development Law Organization | IDLO Moldova Country Office





## ANNEX A INSTRUCTIONS TO BIDDERS

1.	General Considerations	In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.		
		The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify IDLO.		
2.	Cost of the Bid	The Bidder shall bear all costs associated with the preparation and submission of the Bid.		
		IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.		
3.	Currency of Bid	Bids shall be nominated exclusively in USD.		
		Note: Local Suppliers must comply with any applicable laws regarding doing business in other currencies		
4.	Language of the Bid	The Bid and all correspondences and documents relating to the Bid exchanged by the Bidder and IDLO shall be written in the English language.		
5.	Delivery Terms and Place	Incoterms Delivery Duty Paid (DDP) including Customs Clearance to: IDLO Moldova Office, Banulescu Bodoni 25 street, Chisinau, Moldova or to be agreed beforehand with IDLO representatives.		
		Goods shall be delivered <b>within 10 calendar days</b> from receipt of Contract or PO from IDLO.		
6.	Deadline for Submissions of Bids	The Bid shall be addressed to IDLO on or before Date: May 25, 2021 Time: 15:00 hours Rome, Italy local time.		
		Note: Proposals submitted by email must be limited to a maximum of <b>10MB</b> , virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.		
7.	Documents comprising the Bid	<ul> <li>The Bid shall comprise the following components:</li> <li>1. Bid Submission Form (see Annex D);</li> <li>2. Bidder Information Form (see Annex E)</li> <li>3. Price Schedule (Annex F)</li> </ul>		
8.	Contents of solicitation documents	The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and will affect the evaluation of the Bid.		
9.	Clarification of solicitation documents	A prospective Bidder requiring any clarification on this ITB may contact IDLO by email on <u>tenders@idlo.int</u> no later than 72 hours prior to the deadline for submission of Bids.		
	ITB N_436A -MDA_21 3			



	The requests for clarification will have "Clarifications ITB No. N_436A_MDA_21" mentioned in the subject.
	Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Solicitation Documents or posted on IDLO website.
	Any delay in IDLO's response shall not be used as a reason for extending the deadline for submission, unless IDLO determines that such an extension is necessary and communicates a new deadline to all the Bidders.
10. Amendments of solicitation documents	At any time prior to the deadline for submission of Bids IDLO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment.
	All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.
	In order to afford prospective Bidders reasonable time for taking the amendments into account and preparing their offers, the procuring IDLO entity may, at its discretion, extend the deadline for the submission of Bids.
11. Format, signing sealing, marking and submission of Bids	The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid.
	The Bid must be submitted using the format specifically detailed in Annex D, E and F.
	A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
12. Joint Venture, Consortium, or Association	If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between IDLO and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.



represent the JV, Consortium or Association shall not be altered without the prior written consent of IDLO. The lead entity and the member entities of the JV, Consortium of Association shall abide by the requirement outlined in the followin section in respect of submitting only one bid. The description of the organization of the IV, Consortium of Association must clearly define the expected role of each of the entit in the joint venture in delivering the requirements of the RFP, both the Bid and the JV, Consortium or Association Agreement. All entitit that comprise the JV, Consortium or Association shall be subject the eligibility and qualification assessment by IDLO. A JV, Consortium or Association in presenting its track record an experience should clearly differentiate between: a) Those that were undertaken together by the JV, Consortiun or Association; and b) Those that were undertaken together by the JV, Consortiun or Association and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. Previous contracts completed by individual experts working private but who are permanently or were temporarily associated with any the member firms cannot be claimed as the experience of the JV Consortium or Association or those of its members, but should on be claimed by the individual experts themselves in their presentatic of their individual credentials. JV, Consortium or Associations are encouraged for high value, mult sectoral requirements when the spectrum of expertise and resource required may not be available within one firm. The description of the organization of the JV, Consortium of Association must clearly define the expected role of each of the entit in the joint venture in delivering the requirements of the RFP, both it the Bidder (including the individual members of any Joint Ventur shall submit only one Bid, either in its own name or as part of a Join Venture. Bids submitted by two (2) or more Bidders shall all be rejected if the are found to have any of the followin	<u> </u>	
Association shall abide by the requirement outlined in the followir section in respect of submitting only one bid. The description of the organization of the IV, Consortium of Association must clearly define the expected role of each of the entit in the joint venture in delivering the requirements of the RFP, both the Bid and the JV, Consortium or Association shall be subject of the eligibility and qualification assessment by IDLO. A JV, Consortium or Association in presenting its track record an experience should clearly differentiate between: a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken together by the JV, Consortium or Association. Previous contracts completed by individual experts working private but who are permanently or were temporarily associated with any the member firms cannot be claimed as the experience of the JV Consortium or Association or those of its members, but should on be claimed by the individual experts themselves in their presentatic of their individual credentials. JV, Consortium or Associations are encouraged for high value, mult sectoral requirements when the spectrum of expertise and resource required may not be available within one firm. The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entit in the joint venture in delivering the requirements of the RFP, both it the Bid and the JV, Consortium or Association shall be subject of the eligibility and qualification assessment by IDLO. 13. Only One Bid The Bidder (including the individual members of any Joint Ventur shall submit only one Bid, either in its own name or as part of a Join Venture. Bids submitted by two (2) or more Bidders shall all be rejected if the are found to have any of the following: a) they have at least one controlling partner, director of shareholder in common; or b) any one of them receive or have received any direct of indirect subsidy from		After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IDLO.
Association must clearly define the expected role of each of the entil in the joint venture in delivering the requirements of the RPP, both it the Bid and the JV, Consortium or Association shall be subject it that comprise the JV, Consortium or Association shall be subject it the eligibility and qualification assessment by IDLO.A JV, Consortium or Association in presenting its track record an experience should clearly differentiate between: a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken together by the JV, Consortium or Association.Previous contracts completed by individual experts working private but who are permanently or were temporarily associated with any the member firms cannot be claimed as the experience of the JI Consortium or Association or those of its members, but should on be claimed by the individual experts working private but who are permanently or were temporarily associated with any the member firms cannot be claimed as the experience of the JI Consortium or Association or those of its members, but should on be claimed by the individual experts themselves in their presentatic of their individual credentials.JV, Consortium or Associations are encouraged for high value, mult sectoral requirements when the spectrum of expertise and resource required may not be available within one firm.The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entil in the joint venture in delivering the requirements of the RFP, both it the Bid and the JV, Consortium or Association shall be subject 1 the eligibility and qualification assessment by IDLO.13. Only One BidThe Bidder (including the individual members of any Joint Venture shall submitt only one Bid, either in its		The lead entity and the member entities of the JV, Consortium o Association shall abide by the requirement outlined in the following section in respect of submitting only one bid.
<ul> <li>experience should clearly differentiate between:         <ul> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> </li> <li>Previous contracts completed by individual experts working private but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV Consortium or Association or those of its members, but should on be claimed by the individual experts themselves in their presentation of their individual credentials.</li> </ul> <li>JV, Consortium or Associations are encouraged for high value, mult sectoral requirements when the spectrum of expertise and resource required may not be available within one firm.</li> <li>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entitin in the joint venture in delivering the requirements of the RFP, both the Bid and the JV, Consortium or Association Agreement. All entitie that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.</li> <li>13. Only One Bid</li> <li>The Bidder (including the individual members of any Joint Venture, shall submitted by two (2) or more Bidders shall all be rejected if the are found to have any of the following:         <ul> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of the indirect subsidy from the other/s; or</li> </ul> </li>		The description of the organization of the IV, Consortium o Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entitie that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.
<ul> <li>Previous contracts completed by individual experts working private but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the J/Consortium or Association or those of its members, but should on be claimed by the individual experts themselves in their presentation of their individual credentials.</li> <li>JV, Consortium or Associations are encouraged for high value, mult sectoral requirements when the spectrum of expertise and resource required may not be available within one firm.</li> <li>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entition in the joint venture in delivering the requirements. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.</li> <li>13. Only One Bid</li> <li>The Bidder (including the individual members of any Joint Venture, shall submit only one Bid, either in its own name or as part of a Join Venture.</li> <li>Bids submitted by two (2) or more Bidders shall all be rejected if the are found to have any of the following:         <ul> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of th</li> </ul> </li> </ul>		<ul><li>a) Those that were undertaken together by the JV, Consortiun or Association; and</li><li>b) Those that were undertaken by the individual entities of the</li></ul>
<ul> <li>sectoral requirements when the spectrum of expertise and resource required may not be available within one firm.</li> <li>The description of the organization of the JV, Consortium of Association must clearly define the expected role of each of the entition the joint venture in delivering the requirements of the RFP, both it the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.</li> <li>13. Only One Bid</li> <li>The Bidder (including the individual members of any Joint Venture shall submit only one Bid, either in its own name or as part of a Join Venture.</li> <li>Bids submitted by two (2) or more Bidders shall all be rejected if the are found to have any of the following:         <ul> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of the</li> </ul> </li> </ul>		Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any o the member firms cannot be claimed as the experience of the JV Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation
Association must clearly define the expected role of each of the entitie in the joint venture in delivering the requirements of the RFP, both is the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO. 13. Only One Bid The Bidder (including the individual members of any Joint Venture shall submit only one Bid, either in its own name or as part of a Join Venture. Bids submitted by two (2) or more Bidders shall all be rejected if the are found to have any of the following: a) they have at least one controlling partner, director of shareholder in common; or b) any one of them receive or have received any direct of indirect subsidy from the other/s; or c) they have the same legal representative for purposes of the		JV, Consortium or Associations are encouraged for high value, multi sectoral requirements when the spectrum of expertise and resource required may not be available within one firm.
<ul> <li>shall submit only one Bid, either in its own name or as part of a Join Venture.</li> <li>Bids submitted by two (2) or more Bidders shall all be rejected if the are found to have any of the following: <ul> <li>a) they have at least one controlling partner, director of shareholder in common; or</li> <li>b) any one of them receive or have received any direct of indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of the</li> </ul> </li> </ul>		The description of the organization of the JV, Consortium o Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entitie that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.
<ul> <li>are found to have any of the following:</li> <li>a) they have at least one controlling partner, director of shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of the same legal same legal representative for purposes of the same legal same leg</li></ul>	13. Only One Bid	
indirect subsidy from the other/s; or c) they have the same legal representative for purposes of th		<ul> <li>a) they have at least one controlling partner, director o shareholder in common; or</li> </ul>
		c) they have the same legal representative for purposes of thi



	<ul> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;</li> <li>e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder;</li> <li>f) or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.</li> </ul>
14. Late Bids	Any Bid received by IDLO after the deadline for submission of Bids, pursuant to clause <i>Deadline for the submission of Bid</i> , will be rejected and sent back unopened or destroyed unopened if the return cannot be secured unless the Bid was sent by email but was not properly received due to issues in IDLO mailing system.
15. Validity Period of Bids	All Bids will be valid for <b>90 days</b> from the deadline for submission of Bids. In exceptional circumstances IDLO may request the Bidders to extend the validity of the Bid beyond what has been initially indicated in this ITB. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the Bid. The Bidders may choose not to extend the validity period of the Bid upon request of IDLO.
16. Modification and withdrawal of Bids	The Bidder may modify/withdraw its Bid after the Bid's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Bids. The Bidder's modification/withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Bids. No Bid may be modified nor withdrawn after the deadline for submission of Bids. No Bid may be modified/withdrawn in the Interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder in the Bid Submission Form.
17. Amendment of the Bid	At any time prior to the deadline of Bid submission, IDLO may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders. If the amendment is substantial, IDLO may extend the Deadline for submission of bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
18. Bidders' conference	⊠ N/A <del>□ Yes</del>



19. Right to accept, reject, or render non- responsive any or all Bids	IDLO reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to annul the solicitation process and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer.
20. Clarification of Bids	To assist in the examination, evaluation, and comparison of Bids, IDLO may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.
21. Evaluation of Eligibility and Qualification	<ul> <li>In general terms, Bidders that meet the following criteria may be considered qualified: <ul> <li>a) They are not included in IDLO Sanctions lists (EU, US, UN);</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;</li> <li>d) They are able to comply fully with IDLO General Terms and Conditions of Contract and IDLO Supplier Code of Conduct;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul> </li> </ul>
22. Price variation	Bidders shall not vary their prices for any reason after the deadline of the tender and while the Bid is still valid.
23. Preliminary Screening	IDLO will screen the Bids' Annex D and E to determine whether they are complete, whether the documents have been properly signed, and whether the Bid is generally in order.
24. Correction of errors	In the event of a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected by IDLO. If the Bidder does not accept the final price based on IDLO's correction of errors, its Bid will be rejected.
25. Due Diligence	<ul> <li>IDLO reserves the right to undertake a due diligence exercise aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following: <ul> <li>a) Verification of accuracy, correctness and authenticity of</li> </ul> </li> </ul>



	<ul> <li>information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
26. Responsiveness of Bid	IDLO will determine the substantial responsiveness of each Bid to the ITB. For purposes of this Clause, a substantially responsive Bid is the one which materially conforms to the requirement of the tender and any mandatory terms contained in the Solicitation Documents.
	contents of the Bid itself without recourse to extrinsic evidence.
27. Contract Award	<ul> <li>Contract Award shall be granted according to:</li> <li>a) Full submission of relevant documentation as per Preliminary Screening Criteria (Annex B);</li> <li>b) Full submission of Bid Submission Form (Annex D) signed and stamped;</li> <li>c) Full submission of Bidder Information Form (Annex E);</li> <li>d) Full submission of Price Schedule (Annex F) signed and stamped;</li> <li>e) Lowest priced, most technically acceptable/compliant offer;</li> </ul>
28. Debriefing	In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from IDLO. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future bids for IDLO procurement opportunities. The content of other bids and how they compare to the Bidder's submission will not be discussed.
29. Right to Vary Requirements at the time of the Award and right to place subsequent Contract/Order	<ul> <li>□-N/A for Framework Agreement</li> <li>☑ Yes - At the time of award of Contract, IDLO reserves the right to vary (increase or decrease) the quantity of goods and/or services by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.</li> </ul>



	One or several Contracts/Purchase Orders may be placed as repeat order after placement of first Contract/Purchase Order at the same unit price and other terms and conditions at IDLO's discretion.
30. Contract Signature	Within five (5) calendar days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to IDLO. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Bids.
31. Payment Terms	IDLO will make payment within <b>30 days</b> after satisfactory receipt of all goods and upon submission of the invoice by the Supplier.
32. General Terms and Conditions and Supplier Code of Conduct	Any Contract or Purchase Order that will be signed as a result of this ITB shall be subject to the IDLO's General Terms and Conditions and Supplier Code of Conduct attached as Annex H. The mere act of submission of a Bid implies that the Bidder accepts both Annexes in full.
33. Liquidated Damages	<ul> <li>□ N/A</li> <li>☑ Yes - For late delivery of Goods, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 23 of the General Terms and Conditions.</li> </ul>
	Liquidated damages for inferior quality or non-conformance of specifications of Goods will be assessed on a case-by-case basis in accordance with the severity of the problem as determined solely by IDLO. The application of this liquidated damages provision shall not relieve the Contractor of its obligations or liabilities pursuant to this Contract.
34. Partial Bid	□ <del>Not permitted (All or Nothing)</del> ⊠ Permitted
35. Customs clearance, if needed, shall be done by:	☐-IDLO ⊠ Supplier ☐-N/A



#### ANNEX B PRELIMINARY SCREENING CRITERIA

#### **A.** MINIMUM ELIGIBILITY CRITERIA

Subject	Criteria	Document Submission Requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Certificate of Incorporation/Registration
Tax Revenue	Vendor is registered with pertinent country's revenue authority.	Valid Tax Compliance Certificate
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB Annex A Clause 21.	Self-Attestation Letter
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Self-Attestation Letter
Certificates and Licenses	<ul> <li>Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer</li> <li>Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located</li> </ul>	ISO Quality Certificate for Goods
		Manufacturer's Authorization of the Company as a Sales Agent
	<ul> <li>outside the country</li> <li>Patent Registration Certificates if any of technologies submitted in the Bid is patented by the Bidder</li> <li>Export/Import Licenses, if applicable</li> </ul>	Copy of Product Catalogues/Brochures attesting compliance to Technical Requirements and Provision of Item Serial Numbers Statement Letter whether any import or export licenses are required in respect of goods to be purchased including any restrictions on the country of origin, use/dual use



## **B.** QUALIFICATION CRITERIA

QUALIFICATION	Criteria	Document Submission Requirement
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Self-Attestation Letter
Previous Experience	Minimum 1 contract of similar value, nature and complexity implemented over the last 2 years with UN Agencies, INGOs, Embassies or Government State Agencies indicating contactable domain email references for verification. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Copies of one (1) Contracts/LPOs/Reference Letters
Financial Standing	Minimum average annual turnover of EUR 5,000 for the last 3 years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Financial Statements for the past three (3) Years
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long- term profitability. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	



## ANNEX C TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS Commercial Mediation and Arbitration (Phase IV) - Moldova

## A. About IDLO

The International Development Law Organization (IDLO) is an intergovernmental organization exclusively devoted to promoting the rule of law. Established in 1983, IDLO works to enable governments and empower people to reform laws and strengthen institutions to promote peace, justice, sustainable development, and economic opportunity. Its programs, research and policy advocacy cover the spectrum of rule of law from peace and institution building to social development and economic recovery in countries emerging from conflict and striving towards democracy.

The Assembly of Parties is IDLO's highest decision-making body. It is composed of Representatives of all Member Parties, which have joined the Establishment Agreement of IDLO. IDLO currently has 37 Member Parties.

IDLO has its Headquarters in Rome, a Branch Office in The Hague, Liaison Offices for the United Nations in New York and Geneva, and Country Offices in Afghanistan, Armenia, the Bahamas, Burkina Faso, Honduras, Indonesia, Kenya, Kyrgyzstan, Jordan, Liberia, Mali, Mexico, Moldova, Mongolia, Myanmar, Niger, the Philippines, Somalia, Tunisia, Uganda and Ukraine.

The work of IDLO is sustained by a dynamic, diverse, multinational, and multicultural workforce, comprised of over 400 employees plus additional personnel in the non-employee category such as consultants and interns. About one fourth of the IDLO workforce is based in its Headquarters in Rome, while the rest are spread across the globe in our Branch and Country offices.

#### B. Background

The European Bank of Reconstruction and Development (EBRD), in partnership with the International Development Law Organization (IDLO), launched the implementation of the Commercial Mediation and Arbitration Project in Moldova (Phase IV), that aims to promote and facilitate the use of arbitration and commercial mediation on a national scale, with the goal of mainstreaming alternative dispute resolution methods for business in the country. The Project is implemented in cooperation and for the benefit of the Ministry of Justice and other relevant stakeholders. The project is financed by the USAID.

As part of the Project and in line with the Project Terms of Reference the Project Team agreed to strengthen the institutional capacity of the Mediation Council, assist the Mediation Centre of the Chamber of Commerce and Industry of the Republic of Moldova with the strengthening of its institutional capacity and to support the Mediation Centre of the Chamber of Commerce and its regional offices in the operation of the mediation national roll-out program. The mediation Lab and Regional Mediation Centers aim to become one of the most prominent places in the mediation market in Moldova by delivering high quality mediation services and training for future and practicing mediators thus contributing to quicker, cheaper and business-friendly dispute resolution alternatives.

#### C. Condition of Contract and Expected Output

IDLO is looking to establish a Contract for the Procurement of ICT Equipment and related Services. One or several Contracts/Purchase Orders may be placed as repeat order after placement of first Contract/Purchase Order at the same unit price and other terms and conditions at IDLO's discretion.



## D. Qualifications of the Successful Contractor

1. The Contractor is expected to have a minimum of two (2) years of professional and relevant experience in providing similar Goods and Services to UN Agencies, INGOs, Embassies or Government State Agencies.

## E. General Requirements:

- 1. The Contractor shall be able to provide the required ICT Equipment at the quantities defined under Table 1. The Contractor shall be able to provide the required services under the specified schedule.
- 2. The Contractor shall provide all items in good condition with availability of certificates of quality and origin for the offered equipment. The quality of the items in question will be assessed and approved by IDLO prior to delivery and post assembly.
- 3. The Contractor shall ensure that the technical support provided is in compliance with the Manufacturer's standards and Warranty provisions.

# F. Installation and Technical Support:

The Contractor shall be responsible for the setup of the below-mentioned equipment as follows:

- a. All equipment's supplied shall be properly placed in the rack, workstation, tv wall mount, etc.
- b. All equipment shall be installed and configured.
- **c.** All equipment shall be connected and configured to the LAN and Internet connection.

# G. Technical Specifications:

## Table 1: Specifications for Supply of IT Equipment

Lots	Item Name	Specification	Unit Measure	Quantity
Lot 1	Laptop	Operating System: Windows 10Pro 64bit (genuine)CPU: 10th Gen Intel® Core™ i5Video Card Intel®:HD GraphicsintegratedRAM: 8GB DDR4 MemoryHard Disk: 256GB Solid State DriveScreen: 14.1" or 15.6" diagonalFHD IPS with HD cameraKeyboard: Dual Point InternalKeyboard(English, Russian),backlightWi-Fi card: Wireless Adapter +BluetoothNetwork card: Gigabit NetworkBattery: 6 hours plus battery lifeDVD-rom: N/ASoftware: Microsoft Office Pro2019 (genuine); Antivirus for	Unit	3



Lots	Item Name	Specification	Unit Measure	Quantity
		endpoint, web and email protection Warranty & Support: 3 Years Onsite Service Operating System: Windows 10		
Lot 2	Desktop	Pro 64bit (genuine) CPU: 10th Gen Intel® Core™ i5 Video Card: HD Graphics integrated RAM: 8GB DDR4 Memory Hard Disk: 256GB Solid State Drive Screen: N/A Keyboard: N/A Wi-Fi card: N/A Wi-Fi card: N/A Network card: Gigabit Network Battery: N/A DVD-rom: DVD+/-RW Software: Microsoft Office Pro 2019 (genuine); Antivirus for endpoint, web and email protection" Warranty & Support: 3 Years Onsite Service	Unit	6
Lot 3	ServiceCompatible Docking Station Laptop Docking Connectors: External monitor port Keyboard connector Mouse connector Audio-out (headphone) connect Digital video (DVI) port RJ-45/Ethernet port (network 3 Universal Serial Bus (USB connectors Powered Universal Serial Bus ( connector Power Connector Kensington security lock		Unit	3
Lot 4	Accessory for Desktop	Monitor: 22-inches (Ports: DVI, HDMI, DP, VGA) LED, Full HD, 1920	Unit	6



Lots	Item Name	Specification	Unit Measure	Quantity
		<ul> <li>Mouse: USB optical/laser wired/wireless, 1000 dpi, 3 buttons</li> <li>Webcam: USB Full HD 1080p 30 FPS / 720p 60 FPS</li> <li>Presenter: Laser Wireless, 2,4 GHz e Bluetooth, receiver USB, Laser Digital pointer, distance: 20 mt Headphones: USB plug &amp; play, wired, Over Ear, with microphone</li> </ul>		
Lot 5	Multifunction Xerox-Printer	Paper Size: up to A4Print speed: Up to 25 ppm for A4Resolution: 600 dots per inch (dpi)and FastRes 1200 dpiMonthly print volume: 5,000pagesPrinting: automatic two-sided(duplex)Ports/Connectivity: 10/100BaseTEthernet, High-Speed USB 2.0, Wi-Fi b/g/nScanning: 30 pages AutomaticDocument Feeder (ADF)Scan destinations: Scan to Email,Scan to USBMaximum copy resolution: Up to600 x 600 dpiPaper trays: 2Tray (Main tray): 250 sheetsTray (Manual feed slot): 1 sheetsTouchScreen/colored display 7-9inchesMedia types: Plain, Heavy weight,Thicker, Light weight, Bond,Colored, Cardstock, Labels,Transparency, Envelope, RecycledPrint Cartridges or Laser: Black orColorOS Support: Win, Apple, Linux	Unit	3
Lot 6	Camcorder	Shoot in High Definition (HD) or Standard Definition(SD) Live UHD 4K output via HDMI Built in LED lighting LCD touch screen	Unit	2



Lots	Item Name	Specification	Unit Measure	Quantity
		Capture 120 Frames per second (fps) in HD Record in MP4, MOV, AVCHD to SDXC card Dual SDXC card slots Compatible microphone to be wired to the camcorder Lens: Optical Zoom 20x, Digital zoom 30x Carrying Bag Tri-pod support		
Lot 7	Camera	24.1 megapixel Optical viewfinder Optical Image Stabilizer on compatible lenses Built-in Flash coverage up to 18 mm focal length 4K movies Movable screen LCD vary-angle touchscreen 7.7 cm (3.0") Electronically controlled focal- plane shutter Guided UI Storage: SD, SDHC, SDXC (UHS Speed Class 1 compatible) Interface: USB, Wi-Fi & Bluetooth OS: PC & Macintosh Software: Image Processing Batteries: 1 x Rechargeable Li-ion Battery Power Supply and Accessories (remote controller, Lenses, Bag)	Unit	1
Lot 8	Smartboard	OPTOMA X308STE SHORT THROW VIDEO PROJECTOR KIT + CT-PRB- 8M PROJECTOR SUPPORT + DONWIEV IB86 INTERACTIVE BOARD (LANGUAGE-RO) + GIFT PAD	Unit	1
Lot 9	Projector	ACER X128HP (MR.JR811.00Y) DLP 3D, XGA, 1024x768, 20000:1, 4000Lm, 6000hrs (Eco), HDMI, VGA, USB, 3W Mono Speaker, Black, 2,7kg	Unit	2



Lots	Item Name	Specification	Unit Measure	Quantity
Lot 10	Projector Screen	Elite Screens 120"(4:3) 182,9x243,8cm Manual Pull Down Screen, White	Unit	2
Lot 11	Accessory for Projector	Cable HDMI - 10m - Brackton "Basic" K-HDE-SKB-1000.B, 10 m, High Speed HDMI® Cable with Ethernet, male-male, with gold plated contacts, double shielded, with dust caps Sunne PRO03 Ceiling Projector Bracket, Ceiling to Projector 80- 980mm, Tilt -15°~+15°, Swivel 360°, max 10kg, Silver Cable HDMI - 10m - Brackton "Basic" K-HDE-SKB-1000.B, 10 m, High Speed HDMI® Cable with Ethernet, male-male, with gold plated contacts, double shielded, with dust caps	Unit	2

## Table 2: Specifications for After-Sale Services

## Description

- Technical Maintenance and Support for Installation at Place of all Lots
- Warranty per Lot as per specifications in Annex C
- Brand new replacement if purchased unit is beyond repair when under Warranty period
- Service Center in Moldova or near Moldova





# This Form must be submitted using the Supplier's Official Letterhead/Stationery in the format specified below)

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Goods and Services for [INSERT AMOUNT OF MONEY AND CURRENCY] as may be ascertained in accordance with the Price Schedule (Annex F) attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Bid for a period of 90 days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We hereby accept the IDLO's General Terms and Conditions in full and Payment Policy of payment within 30 days after delivery of service on presentation of complete and correct invoice.

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

Company/Organization:	
Name:	_
Title:	
Date: <mark>Select date</mark>	
Signature:	

Duly authorized to sign this Bid



## ANNEX E **BIDDER INFORMATION FORM**

Name of Bidder:	[Insert Name of I	<mark>Bidder]</mark>		Date:	<mark>Select date</mark>
ITB reference:	ITB N_436A_MD	DA_21			
Legal name of Bidder	•	[Complete]			
Legal address		<mark>[Complete]</mark>			
Year of registration		[Complete]			
Bidder's Authorized Representative Information		Name: [Comp Title: [Comple Telephone nu Email: <mark>[Compl</mark>	<mark>te]</mark> mbers: <mark>[Complete]</mark>		
Are you an IDLO vend	dor?	🗆 Yes 🗆 No	lf yes, <mark>[insert IDI</mark>	O venc	<mark>lor number]</mark>
<b>Countries of operatio</b>	n	[Complete]			
No. of full-time emplo	oyees	[Complete]			
Quality Assurance Ce ISO 9000 or Equivaler provide a Copy of the	nt) (If yes,	[Complete]			
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):		[Complete]			
Contact person that I	•	Name: <mark>[Comp</mark>			
contact for requests during Bid evaluatior		Title: <mark>[Comple</mark> Telephone nu Email: <mark>[Compl</mark>	mbers: <mark>[Complete]</mark>		
Please attach the foll documents: [As per Annex B – Pre Screening Criteria]	-	<ul> <li>Tax Regist Revenue with its exemption</li> <li>Trade nan</li> <li>Quality Cosimilar constrained</li> <li>Manufact Agent</li> <li>Export Lic</li> <li>Local Goassignmen</li> <li>Official Lee Bidder is outside th</li> </ul>	Authority evidenc tax payment obli n, if any such privil ne registration pap ertificate for good ertificates, accred by the Bidder, if rel urer's Authorization enses, if applicable vernment permit nt location, if appli etter of Appointm submitting a Bid ne country	ertifica ing tha gations ege is e bers, if a ls (e.g., itations evant on of t cable nent as on beh	te issued by the Internal t the Bidder is updated 5, or Certificate of Tax enjoyed by the Bidder



- Self-Attestation Letter on No Vendor Debarment, Litigation History and Bankruptcy
- Copies of one (1) Contracts/LPOs/Reference Letters
- Mandatory Information on Company name, address, contact person, e-mail, phone number of Service Center in Moldova or near Moldova
- Statement Letter whether any import or export licenses are required
- Financial statements (balance sheets, including all related notes, and income statements) for the last 3 years



# ANNEX F PRICE SCHEDULE

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

The format shown in the below table should be used while preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

# Table 1: Offer to Supply Goods / Services Compliant with Technical Specifications and Requirements

Lots	ltem	Quantity	Compliance with Technical Specifications in Annex C	Unit Price in USD	Total Price in USD
Lot 1	Laptop	3	<ul> <li>Comply</li> <li>Not Comply. Alternative specification offered (please attach)</li> </ul>		
Lot 2	Desktop	6	<ul> <li>Comply</li> <li>Not Comply. Alternative specification offered (please attach)</li> </ul>		
Lot 3	Accessory for Laptop	3	<ul> <li>Comply</li> <li>Not Comply. Alternative specification offered (please attach)</li> </ul>		
Lot 4	Accessory for Desktop	6	<ul> <li>Comply</li> <li>Not Comply. Alternative specification offered (please attach)</li> </ul>		
Lot 5	Multifunctio n xerox- printer	3	<ul> <li>Comply</li> <li>Not Comply. Alternative specification offered (please attach)</li> </ul>		

Lots	Item	Quantity	Compliance with Technical Specifications in Annex C	Unit Price in USD	Total Price in USD	
Lot 6	Camcorder	2	<ul> <li>Comply</li> <li>Not Comply. Alternative specification offered (please attach)</li> </ul>			
Lot 7	Camera	1	<ul> <li>Comply</li> <li>Not Comply. Alternative specification offered (please attach)</li> </ul>			
Lot 8	Smartboard	1	<ul> <li>Comply</li> <li>Not Comply. Alternative specification offered (please attach)</li> </ul>			
Lot 9	Projector	2	<ul> <li>Comply</li> <li>Not Comply. Alternative specification offered (please attach)</li> </ul>			
Lot 10	Projector Screen	2	<ul> <li>Comply</li> <li>Not Comply. Alternative specification offered (please attach)</li> </ul>			
Lot 11	Accessory for Projector	2	<ul> <li>Comply</li> <li>Not Comply. Alternative specification offered (please attach)</li> </ul>			
		Sub-Total Taxes (if applicable)				
	Total Amount including Taxes					

Table 2: Offer for After-Sale Services and Other Conditions	

	Responses			
Other Information	Yes, we will comply	No, we cannot comply	If you cannot comply, please indicate counter-proposal	
<ul> <li>Technical Maintenance and Support for Installation at Place of all Lots</li> <li>Warranty per Lot as per specifications in Annex C</li> <li>Brand new replacement if purchased unit is beyond repair when under Warranty period</li> <li>Service Center in Moldova or near Moldova</li> </ul>				

Name, position and signature of the Bidder	Bidder's Stamp
Duly authorised to sign this Bid	
Date:	

## ANNEX G 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 and 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 **Goods and Services.** 

Place of delivery	IDLO Moldova Office, Banulescu Bodoni 25 street, Chisinau, Moldova or to be agreed beforehand with IDLO representatives.
Delivery date	Goods shall be delivered within 10 calendar days from receipt of Contract or PO from IDLO to the above-mentioned location.
Payment terms	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.



## ANNEX H IDLO GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS OR SERVICES AND IDLO SUPPLIER CODE OF CONDUCT

Any proposal submission will imply the unconditional acceptance of IDLO General Terms and Conditions for Goods and Services and adherence to the Supplier Code of Conduct.

The documents are available on IDLO Procurement Website:

https://www.idlo.int/sites/default/files/documents/general terms and conditions for goods aug ust 2020.pdf

https://www.idlo.int/sites/default/files/documents/general terms and conditions for services au gust 2020.pdf

https://www.idlo.int/sites/default/files/documents/idlo-supplier-code-of-conduct.pdf

