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**INTERNATIONAL DEVELOPMENT LAW ORGANIZATION  
REQUEST FOR PROPOSAL**

Reference: **Amendment 1**  
**RFP No. N\_1006-HQ\_21**

**Date: September 14, 2021**

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly requests your Company/Organization to submit a Proposal for services to implement **Employment Engagement Surveys (EES)**. The full requirement is described in Annex C.

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

Proposals 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.

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

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

IDLO encourages every prospective Bidder 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 Request for Proposal (RFP).

By submitting a Proposal in response to this information, Bidders are confirming acceptance of 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.

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

A.	Instructions to Bidders	Annex A
B.	Technical Evaluation Criteria	Annex B
C.	Terms of Reference (TOR)	Annex C
D.	Proposal Submission Form	Annex D
E.	Bidder Information Form	Annex E
F.	Bidder's Proposal	Annex F
G.	IDLO Special Conditions of Contract	Annex G
H.	IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct	Annex H

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For any questions/clarifications related to this RFP before Deadline for Submissions of Proposals, please contact IDLO on [tenders@idlo.int](mailto:tenders@idlo.int) and mention **Clarification RFP N\_1006-HQ\_21** in the subject section of your email.

Deadline for Submission of Proposals: On or before

**Date: September 23, 2021**

**Time: 15:00 hours Rome, Italy local time.**

Thank you and we look forward to receiving your quotation.

Sincerely yours,

International Development Law Organization | IDLO

Department of Human Resources and Office Services

**ANNEX A**  
**INSTRUCTIONS TO BIDDERS**

1. General Considerations	<p>In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify IDLO.</p>
2. Cost of the Proposal	<p>The Bidder shall bear all costs associated with the preparation and submission of the Proposal.</p> <p>IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.</p>
3. Currency of Proposals	<p>Proposals shall be nominated exclusively in EUR. <i>Note: Local Bidders/Suppliers must comply with any applicable laws regarding doing business in other currencies</i></p>
4. Language of the Proposal	<p>The Proposal and all correspondence and documents relating to the Proposal exchanged by the Bidder and IDLO shall be written in the English language.</p>
5. Deadline for Submissions of Proposals	<p>The Proposal shall be addressed to IDLO on or before <b>Date: September 22, 2021</b> <b>Time: 15:00 hours Rome, Italy</b> local time.</p> <p><i>Note: Proposals 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.</i></p>
6. Delivery Term and Place	<p>Services are to be provided to: IDLO Headquarters, Rome, Italy</p> <p>Bidder to advise IDLO if their proposal has elements of supply of goods. If yes, Bidder must inform if Customs Clearance are required and whose responsibility it is to do so.</p>
7. Documents comprising the Bidder's Proposal	<p>The Proposal shall comprise the following components:</p> <ol style="list-style-type: none"> <li>1. Proposal Submission Form (see Annex D);</li> <li>2. Bidder Information Form (see Annex E)</li> <li>3. Bidder's Proposal divided into: <ol style="list-style-type: none"> <li>a. Technical Proposal (see Annex F1)</li> <li>b. Financial Proposal /Price Schedule (see Annex F2)</li> </ol> </li> </ol>

<p>8. Contents of solicitation documents</p>	<p>Proposals must offer services for the total requirement, unless specified otherwise in this RFP.</p> <p>Proposals offering only part of the requirement will be rejected.</p> <p>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 Proposal.</p>
<p>9. Clarification of solicitation documents</p>	<p>A prospective Bidder requiring any clarification on this RFP may contact IDLO by email on <a href="mailto:tenders@idlo.int">tenders@idlo.int</a> no later than 72 hours prior to the deadline for submission of Proposals.</p> <p>Please mention <b>Clarification RFP N_1006-HQ_21</b> in the subject section of your email.</p> <p>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.</p> <p>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.</p>
<p>10. Amendments of solicitation documents</p>	<p>At any time prior to the deadline for submission of Proposals 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.</p> <p>All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.</p> <p>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 Proposals.</p>
<p>11. Technical Proposal</p>	<p>The Bidder shall structure the Technical part of the Proposal as follows:</p> <p>(a) Proposed methodology This section should demonstrate the Bidder's responsiveness to the TOR/specifications by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics,</p>

	<p>proposed warranty and demonstrating how the proposed methodology meets or exceeds the requirements.</p> <p>The Technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules. Any technical proposal containing price information will be disqualified from consideration.</p> <p>It is mandatory that the Bidder's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.</p> <p>Information which the Bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.</p>
<p>12. Format, signing sealing, marking and submission of Proposals</p>	<p>The Proposal 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 Proposal.</p> <p>The Proposal must be submitted using the format specifically detailed in Annex D, E and F.</p> <p>A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Proposal.</p> <p>The Proposal will consist of two attached files named “<b>Technical Proposal</b>” and “<b>Financial Proposal</b>”.</p> <p>The “<b>Financial Proposal</b>” file will contain Price Schedule (see Annex F2) and will be password-protected by the Bidder. If the proposal passed the Technical Evaluation, IDLO will additionally communicate with Bidders for obtaining the password for Financial Proposal. Only Financial Proposals from Bidders whose Technical Proposals have passed the Technical Evaluation will be opened.</p> <p>The Bidder shall send two emails; one for Technical Proposal and one for the Financial Proposal to the following e-mail address: <a href="mailto:tenders@idlo.int">tenders@idlo.int</a></p> <p>with the Subject: “<b>Technical Proposal for RFP No. N_1006-HQ_21</b>” and with the Subject: “<b>Price Proposal for RFP No. N_1006-HQ_21</b>”</p>

	before the deadline stipulated in this RFP.
13. Joint Venture, Consortium, or Association	<p>If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal 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 Proposal; 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.</p> <p>After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IDLO.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the requirement outlined in the following section in respect of submitting only one proposal.</p> <p>The description of the organization of the JV, Consortium or 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 Proposal 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.</p> <p>A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ol style="list-style-type: none"> <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> </ol> <p>Previous contracts completed by individual experts working privately 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 only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p> <p>The description of the organization of the JV, Consortium or Association must</p>

	clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal 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.
14. Only One Proposal	<p>The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture. Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <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 this RFP; or</li> <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 Proposal of, another Bidder regarding this RFP process;</li> <li>e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal 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 Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.</li> </ul>
15. Late Proposals	Any Proposal received by IDLO after the deadline for submission of Proposals, pursuant to clause <i>Deadline for the submission of Proposals</i> , will be rejected and sent back unopened or destroyed unopened if the return cannot be secured unless the Proposal was sent by email but was not properly received due to issues in IDLO mailing system.
16. Validity Period of Proposals	All Proposals will be valid for 90 days from the deadline for submission of Proposals. In exceptional circumstances IDLO may request the Bidders to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the Proposal. The Bidders may choose not to extend the validity period of the Proposals upon request of IDLO.
17. Modification and withdrawal of Proposals	The Bidder may modify/withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Proposals.

	<p>The Bidder's modification/withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals.</p> <p>No Proposal may be modified nor withdrawn after to the deadline for submission of Proposals.</p> <p>No Proposal may be modified/withdrawn in the Interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified by the Bidder in the Proposal Submission Form.</p>
18. Amendment of the proposal	<p>At any time prior to the deadline of Proposal submission, IDLO may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>If the amendment is substantial, IDLO may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
19. Bidders' conference	<p><input checked="" type="checkbox"/> <b>N/A</b></p> <p><input type="checkbox"/> <del>Yes – A Bidder's conference will be conducted at [the date, time and location].</del></p>
20. Right to accept, reject, or render non-responsive any or all Proposals	<p>IDLO reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to annul the solicitation process and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer.</p>
21. Clarification of Proposals	<p>To assist in the examination, evaluation and comparison of Proposals, IDLO may at its discretion ask the Bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.</p>
22. Evaluation of Eligibility and Qualification	<p>In general terms, Bidders that meet the following criteria may be considered qualified:</p> <ol style="list-style-type: none"> <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</li> </ol>



	<p>Contract;</p> <p>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</p> <p>f) They have a record of timely and satisfactory performance with their clients.</p>
23. Price variation	Bidders shall not vary their prices for any reason after the deadline of the tender and while the Proposal is still valid.
24. Preliminary Screening	IDLO will screen the Proposals' Annex D and E to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally in order. Only Bidders that pass will proceed to Technical Evaluation
25. 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 Proposal will be rejected.
26. Due Diligence	<p>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:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the RFP 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>

27. Responsiveness of Proposals	<p>IDLO will determine the substantial responsiveness of each Proposal to the RFP. For purposes of this Clause, a substantially responsive Proposal is the one which materially conforms to the requirement of the tender and any mandatory terms contained in the Solicitation Documents.</p> <p>IDLO’s determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.</p>
28. Evaluation of Proposal	<p>A two-stage procedure is utilised in evaluating the Proposals after Preliminary Screening has been conducted; with evaluation of the Technical Proposal being completed prior to Financial Proposal being opened and compared.</p> <p>The Financial Proposals (Price Schedules) of the overall Proposals will be opened only for submissions that passed minimum technical score of 490 points of the maximum obtainable 700 points.</p> <p>The evaluation will be conducted in accordance with the cumulative analysis method, according to which the Technical and Financial Proposals have pre-assigned weights and pre-assigned maximum number of scores:</p> <ul style="list-style-type: none"> <li>- Technical Proposal -70%, - 700 points maximum,</li> <li>- Financial Proposal - 30%, - 300 points maximum.</li> </ul> <p><b>Technical Evaluation</b></p> <p>The technical Proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR) as per the evaluation criteria below. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.</p> <p><b>Financial Evaluation</b></p> <p>In the second stage the Financial Proposals of all Bidders who attained a minimum 490 points in Technical Evaluation will be reviewed. The lowest amount for technically qualified Financial Proposal will be awarded maximum 300 points and other Financial Proposals will be awarded points in accordance with the following formula:</p> <p>Financial Proposal score = (Lowest Price / Price under consideration) x 300.</p>
29. Right to Vary Requirements at the time of the Award	<p><input type="checkbox"/> N/A for Framework Agreement</p> <p><input checked="" type="checkbox"/> <b>Yes - At the time of award of Contract, IDLO reserves the right to vary (increase or decrease) the quantity of Services by up to a maximum twenty-</b></p>

	<b>five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.</b>
30. Contract Award	The contract will be awarded to the Proposal with highest combined score obtained in Technical and Financial Evaluation.
31. 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 Proposal Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Proposals.
32. 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 proposals for IDLO procurement opportunities. The content of other proposals and how they compare to the Bidder's submission will not be discussed.
33. Payment Terms	IDLO will make payment within <b>30 days</b> after satisfactory receipt of services and upon submission of the invoice by the Supplier. (Please see ANNEX C, Section: H. Scope of Tender Price and Schedule of Payments.)
34. General Terms and Conditions and Supplier Code of Conduct	Any Contract or Purchase Order that will be signed as a result of this RFP 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 Proposal implies that the Bidder accepts both Annexes in full.
35. Liquidated Damages	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> <b>Yes - For late delivery of <u>Services</u>, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 18 of the General Terms and Conditions.</b> <b>If the Contractor fails to perform the requested Services within the time period specified and as stipulated in the terms and conditions of the Contract, IDLO may, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day delay in the provision and completion of the Services.</b>
36. Partial Bid	<input checked="" type="checkbox"/> <b>Not permitted (All or Nothing)</b> <input type="checkbox"/> Permitted

**ANNEX B  
TECHNICAL EVALUATION CRITERIA**

	Summary of Technical Proposal	Score Weight	Points Obtainable
Part 1	Establishment and experience	15%	105
Part 2	Relevance of the proposal	50%	350
Part 3	Monitoring and reporting	30%	210
Part 4	Quality of the proposal	5%	35
<b>Total</b>			<b>700</b>

**Scoring Weight and Point**

Summary of Technical Proposal		Score Weight	Points Obtainable	Bidder A	Bidder B
<b>Part 1</b>	<b>Establishment and experience</b>				
1.1	Relevant and documented company expertise, e.g., corporate profile, history, licenses and certifications	5%	35		
1.2	Relevant specialized knowledge and experience in the area of work, proven by a record of comparable engagements with other reputable entities in the last five (5) years, with an envisioned team of personnel with sufficient qualifications, competencies and experience, and excellent command of English	10%	70		
<b>Part 2</b>	<b>Relevance of the proposal</b>				
2.1	Adequacy of the detailed overall methodology proposed for producing the expected results of the assignment realistically, efficiently and effectively, also reflecting the degree to which the Bidder understands the assignment	10%	70		
2.2	A sufficiently detailed project implementation plan incorporating and addressing all important aspects of the task as detailed in section B of Annex F1	10%	70		
2.3	Adequate project management strategies and approaches, including various risk assessment, mitigation and management measures, problem resolution, mid-term progress reporting mechanisms and strategies to ensure effective communication with IDLO throughout	10%	70		

Summary of Technical Proposal		Score Weight	Points Obtainable	Bidder	Bidder
				A	B
	the course of the project address identified risks.				
2.4	Detailed explanation of a secure online survey tool or instrument proposed for this project, and its ability to meet the requirements of the assignment as well as security of the data collected from the survey.	10%	70		
2.4	Institutional ability to guarantee personal data protection and other measures to mitigate data and information security risks.	10%	70		
2.5	Detailed explanation of post-survey support service(s) available to track progress and/or effectiveness of the actions taken based on its results	10%	70		
<b>Part 3</b>	<b>Monitoring and Reporting</b>				
3.1	Adequate progress monitoring and mid-term reporting, including methods and frequency, to address arising issues including those to assess and improve low response rates	10%	70		
3.2	Detailed methodology for final data analysis and development of recommendations including benchmarking with employee engagement data from comparable entities	10%	70		
<b>Part 4</b>	<b>Quality of the proposal</b>				
4.1	Structure of the proposal	5%	35		
4.2	Clarity and conciseness of the language used in the proposal				
4.3	Layout of the proposal including formatting				
	Total	100%	700		
	<b>Minimum Score to determine Pass/Fail</b>		490		
	<b>Bidder's Score</b>				
	<b>Bidder Pass/Fail to proceed to opening of Financial Proposal</b>				

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**ANNEX C**  
**TERMS OF REFERENCE**  
**Employee Engagement Survey (EES) Development**

**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 200 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 organization has gone through a number of organizational changes, including a New Employment Model (NEM) which was introduced in January 2018, effectively bringing in new HR policies, employment practices and culture. The managerial cadre of organization has gone through transitions since January 2020, which also brought in renewed visions of the organization's mission and values, as expressed in the [IDLO Strategic Plan 2021-2024](#). IDLO's work has expanded, including areas of work as well as locations of operations, diversifying the organizational workforce and workplaces. Various systems and platforms have been introduced, impacting workflows, roles and internal procedures. Last but not least, the COVID-19 pandemic has also impacted IDLO workplaces and work relationships across the globe.

In this context, IDLO seeks to enable organizational capabilities for conducting Employment Engagement Surveys (EESs) periodically, starting from as early as within 2021. With this in mind, it seeks proposals from qualified firms to provide services to assist the organization with the design, implementation and analysis of periodical EES which measures employee engagement, attitudes, perceptions, and commitment level towards the organization in accordance with the Scope of Work specified in this Request for Proposals (RFP). An award will be made to the Contractor that

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demonstrates experience and expertise in designing, conducting, analysing EES for similar organizations, proposes reasonable fees, and meets the requirements of this RFP.

The objectives of the EES for IDLO are:

- To assess the workplace climate for the entire IDLO workforce, inclusive of personnel in both employee and non-employee categories
- To measure the levels of engagement, empowerment, motivation, morale, health and wellbeing of the IDLO global workforce, at an institutional level as by departments, offices and unit/teams, including effects of the COVID-19 pandemic;
- To collect individual feedback and insight from IDLO personnel confidentially, accurately, comprehensively and effectively
- To solicit feedback from people across the organization in order to understand what is going on at WIPO from their perspective, including in the post- pandemic context;
- To encourage (or provide an opportunity for) ongoing organization dialogue up, down, and across the organization (which will be assisted by the process and results);
- To use the results and data/information received to identify key areas of accomplishments as well as challenges for the development and implementation of concrete action plans; and
- To ultimately impact and enhance employee engagement through effective action planning that will cascade to all levels and impact the entire organization in order to promote and ensure a continuous culture of organizational development and change management.

The successful Contractor will partner with IDLO in the full life cycle of EES development and implementation in the first year, with further post-survey services that could be done in the second year to measure the impact of the actions taken as a result of the EES.

### C. Expected Output

The awarded Contractor will be expected to provide the following services in the First and Second years, respectively:

1. First year, in which a comprehensive EES, or an annual, one-time, organization-wide survey is launched to measure and benchmark levels of employee engagement across the organization. The service provided will be comprised of the below four (4) phases:

- a) **Phase 1 – Project Launch and Planning**

Develop a mutually agreeable project management plan for implementing the EES, clearly describing all steps/phases of the project and its respective objectives, overall schedule and timeline, milestones, roles and responsibilities, deliverables to achieve the outcomes of the project in a successful and timely manner, reporting and analysis, and post-survey measuring mechanisms.

- b) **Phase 2 – Survey Development and Design**

Design, develop, test, implement and host the EES, that is:

- Delivered via a secured survey link via email invitation to all employee, using a tool which ensures strictest confidentiality and anonymity and provides multiple methods for participation to meet the needs of a diverse workforce, particularly for those field-

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based employees with limited computer access and/or low-bandwidth network environments.

- Based on an easy-to-use online process which supports efficiency and facilitation for the responder, in minimum time possible, contributing to high response rate
- Designed and delivered in English, with the option for French and/or Spanish to be decided at the time of award
- Comprised strategically developed and customized questions, in a manner that is based high level of validity, is statistically sound, and are based on proven research, in language and wording that is easy to understand for responders at all competency levels of English, and in use of response styles that facilitates objective, effective and efficient data collection and analysis;
- In a format and structure that encompasses all agreed employee engagement measurement parameters and facilitates ease of use, as well as completion in as minimal time as possible;
- Hosted on an online platform that is secure, with the ability to collect, record and store all related data, including those related to personal data, in a strictly, confidential manner.
- Equipped with monitoring capabilities of survey progress and response rates, that is also scalable and sortable by departments, offices, teams/units as well as gender, age and other parameters during open survey timeframe.
- Develop a clear communication plan, to be implemented throughout the entire project at pre-, during, and post-survey time periods to successfully reach high survey participation rates, including the provision of customizable communication toolkits.

**c) Phase 3 – Survey Implementation and Monitoring**

- i. Develop a clear communication plan, to be implemented throughout the entire project at pre-, during, and post-survey time periods to successfully reach high survey participation rates, including the provision of customizable communication toolkits.
- ii. Support IDLO in identifying the needs for, and taking part in, consultations with key internal stakeholders in the planning, implementation, and post-implementation stages of the project. This may include not only a kick-off meeting project planning/status meetings anticipated to be held weekly via video or teleconference with HR representatives, but also briefing sessions to the IDLO Senior Leadership Team (SLT), employees and the Staff Association of IDLO (SAI).

**d) Phase 4 – Analysing and Reporting**

- i. Provide one written summary report, electronically in pdf format, which:
  - Comprises of an executive summary, a detailed summary of the survey results, quantitative and qualitative analysis, interpretation of results;
  - Provides scalable and sortable data as well as analysis at the institutional, as well as individual department and office and unit levels
  - Provides relevant industry benchmark comparisons and flexible reporting to consider the data results by department and teams



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- Includes a Roadmap encompassing recommendations for improvement as well as future employee engagement initiatives and ideas, as well as support tools, templates, and resources to effectively act on engagement results.
    - ii. Participate with the HR team in three (3) internal meetings to report and share key findings of the EES. These meetings, for which the timing, modality and specific role of the Contractor in these meetings would be further discussed, are as follows:
      - to IDLO's senior management team,
      - to SAI, and
      - to all employees in a virtual town hall meeting.
  - 2. Second year, in which post-survey support can be provided, through follow-up initiatives or mechanisms to measure the effectiveness and relevance of the action plans developed and implemented as a result of the EES conducted in the previous year. One such initiative would be pulse surveys, which are more frequent, lightweight surveys which may target specific and any topic, to be launched any time in within the year, and as many times as it is needed, as identified by IDLO.

This RFP is for services to implement Employment Engagement Surveys (EES).

#### **D. Institutional Arrangement**

1. A Service Contract will be awarded for the implementation of the comprehensive EES in the first year.
2. For the post-survey support in the second year, IDLO is looking to establish a Framework Agreement with the selected Contractor. A Framework Agreement is a type of agreement with its terms and conditions under which procurement of goods or services can be effected over a specified period, but which places no obligation on IDLO to order any minimum or maximum quantity. All terms and conditions including the prices will remain unchanged during the period of the Framework Agreement(s). A Work Order will be issued when IDLO intends to make a commitment against Framework Agreements. The Work Order will provide information on the exact items, its quantities and unit prices (lifted from the Framework Agreement) in addition to other logistic details.
3. The Contractor is expected to work independently under the supervision of the Contract Manager and have regular consultations with the HROS for the duration of the agreed Contract. Other internal personnel from other departments and/or COs may be involved as necessary and as advised and guided initially by HROS.
4. IDLO will provide information to the selected Contractor with all required organizational and workforce information necessary to design an effective EES. It will also provide the Contractor with past organizational survey conducted in 2016, the questions used, as well as a list of questions that were developed by an internal working group in 2018 which should be used as a basis for the design of the questions for this EES.

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#### **E. Duration of the Work**

1. The duration of the Service Contract will be determined based on the detailed timeline and work schedule initially agreed upon between IDLO and the selected Contractor.
2. The duration for the Framework Agreement is 12 months with an option to extend at the same price, terms and conditions for two (2) additional periods of 24 months each, subject to satisfactory performance and agreement by both parties.

#### **F. Work Location**

In general, the Contractor is not required to report regularly or be present at any of the IDLO offices. Should such need be identified in course of the project, modalities as well as timing will be discussed and agreed upon in advance.

#### **G. Qualifications of the Successful Contractor**

- Proven track record of comparable engagements in providing similar services to design and implement EESs in the past five (5) years
- Proven expertise in supporting organizations to develop and implement initiatives to promote employee engagement, empowerment, motivation, morale, and wellbeing
- Availability of personnel with relevant qualifications, competencies and experience, including excellent command of English
- Experience working with entities in the international public sector, e.g., UN agencies, IFIs, other intergovernmental organizations and international NGOs, an advantage
- Familiarity with unique employee engagement needs and challenges in a field-based, global workforce, an advantage
- Have adequate project management strategies and approaches, including various risk assessment, mitigation and management measures, problem resolution, mid-term progress reporting mechanisms and strategies to ensure effective communication with IDLO throughout the course of the project address identified risks
- Have a secure online survey tool or instrument which is easy to use and accessible by survey responders as well as for IDLO to track survey progress, in a design and functionality that facilitates high response rates, with the ability to tailor the online surveys to the needs of IDLO
- Have adequate protocols and/or internal structure in place to guarantee personal data protection and other measures to mitigate data and information security risks
- Ability to render consulting services in a professional, effective and efficient manner
- Ability to develop innovative solutions meeting the unique needs of IDLO
- Have a team with relevant qualifications, competencies and experience relevant for designing and implementing EESs, with excellent writing, editing, and oral communication skills in English

#### **H. Scope of Tender Price and Schedule of Payments**

1. For the comprehensive EES in the First Year, payments will be made after satisfactory receipt of the services in each Phase. The envisioned timeline is specified below. IDLO will process

payment within 30 days upon receipt of the complete and correct invoice by the service provider.

<b>MILESTONE</b>	<b>APPROXIMATE TARGET COMPLETION TIMELINE</b>
Phase 1 – Project Launch and Planning	15 October 2021
Phase 2 – Survey Development and Design	30 November 2021
Phase 3 – Survey Implementation and Monitoring	15 December 2021
Phase 4 – Analysing and Reporting	31 January 2021

2. For the post survey support in the Second Year, IDLO will process payment within 30 days after satisfactory receipt of all services against the Work Order and upon receipt of the complete and correct invoice by the service provider.
3. Please provide the cost breakdown required to complete each work of each task by submitting the price schedule using the template in Annex F2 – Financial Proposals.

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**ANNEX D  
PROPOSAL SUBMISSION FORM**

**(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 Professional Services for the amount mentioned in the Financial Proposal (Price Schedule) attached herewith and made part of this Proposal.

We undertake, if our Proposal 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 Proposal for a period of 90 days from the date fixed for opening of Proposals in the Request for Proposals, 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 Proposal you may receive.

Company/Organization: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

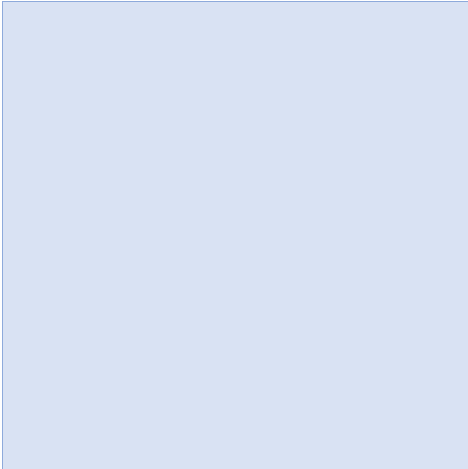
Date: Select date

Signature: \_\_\_\_\_

*Duly authorized to sign this Proposal*

**ANNEX E  
BIDDER INFORMATION FORM**

<b>Name of Bidder:</b>	[Insert Name of Bidder]	<b>Date:</b>	Select date
<b>RFP reference:</b>	RFP N_1006-HQ_21		
<b>Legal name of Bidder</b>	[Complete]		
<b>Legal address</b>	[Complete]		
<b>Year of registration</b>	[Complete]		
<b>Bidder's Authorized Representative Information</b>	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
<b>Are you an IDLO vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, [insert IDLO vendor number]		
<b>Countries of operation</b>	[Complete]		
<b>No. of full-time employees</b>	[Complete]		
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</b>	[Complete]		
<b>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):</b>	[Complete]		
<b>Contact person that IDLO may contact for requests for clarifications during Bid evaluation</b>	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
<b>Please attach the following documents:</b>	<ul style="list-style-type: none"> <li>▪ Certificate of Incorporation/ Business Registration</li> <li>▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</li> <li>▪ Trade name registration papers, if applicable</li> <li>▪ Quality Certificate for goods (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if relevant</li> </ul>		

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- Patent Registration Certificates, if any of technologies submitted in the tender is patented by the Bidder
  - Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney.
  - Export Licenses, if applicable
  - Local Government permit to locate and operate in assignment location, if applicable
  - Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country
  - Audited financial statements (balance sheets, including all related notes, and income statements) for the last 3 years

## ANNEX F1- TECHNICAL PROPOSAL

### A. Establishment and Experience

1. Company profile, including printed brochures and product catalogues relevant to the goods and/or services being procured, information on number of years in operation, country of incorporation, and types of activities undertaken.
2. General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
3. Relevance of specialized knowledge and experience on similar engagements done in the past five (5) years; to be substantiated with a minimum of three (3) reference letters with contactable references as well as details of project size/scope
4. Experience working with other entities in the international public sector, including UN agencies, IFIs, other intergovernmental organizations and international NGOs
5. Personnel envisioned to be engaged in this Contract (including CVs and other relevant documentation which details their respective qualifications, competencies and experience relevant to this project, including excellent command of English

#### Format for CV of Proposed Key Personnel

<b>Name of Personnel</b>	[Insert]
<b>Position for this assignment</b>	[Insert]
<b>Nationality</b>	[Insert]
<b>Language proficiency</b>	[Insert]
<b>Education/Qualifications</b>	<p><i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i></p> <p>[Insert]</p>
<b>Professional certifications</b>	<p><i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i></p> <ul style="list-style-type: none"> <li>▪ Name of institution: [Insert]</li> <li>▪ Date of certification: [Insert]</li> </ul>
<b>Employment Record/Experience</b>	<p><i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i></p> <p>[Insert]</p>

<b>References</b>	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i>	
	Reference 1: [Insert]	Reference 2: [Insert]

## B. Methodology

1. This section should demonstrate the Bidder’s responsiveness to the Terms of Reference (TOR) and has the highest percentage of Points.
2. Please explain the proposed overall methodology for producing the expected results of the TOR realistically, efficiently and effectively
3. Please provide a sufficiently detailed Project Implementation Plan which includes:
  - The overall project schedule, including mobilization timeline from the signing of the contract;
  - The objectives and approaches taken for each stage or phase of the project;
  - A list of milestones and how each corresponding deliverables can be met on time;
  - The overall communication strategy which includes the coordinating of briefing and informational sessions, and provision of ready-to-use internal communication toolkits to be used throughout the project; and
  - A roll-out and implementation plan, which includes survey design and internal consultations to develop the survey questions and response methods.
4. Please provide a detailed explanation of the online survey tool or instrument proposed for this project, and its ability to meet the requirements of the assignment, which:
  - Allows tailored EES to the needs of IDLO, including customization of survey questions and response choices;
  - Is easy to use and accessible by all types of survey responders in different technical environments;
  - Can be accessed by IDLO HR to track survey progress;
  - Has the design and functionality that facilitates high response rates;
  - Guarantees anonymity of responders and confidentiality of the responses; and
  - has adequate mechanisms and controls to guarantee secure recording and storage of the responses and data collected from the survey for analysis and reporting purposes.
5. Protocols and/or internal structure in place for to guarantee personal data protection and other measures to mitigate data and information security risks, including details on data retention periods.

## C. Monitoring and Reporting

1. Please explain methods of progress monitoring and reporting, including methods and frequency, to assess response rates and address any issues that may arise, including individual measures to target low response groups as well as any Q&A from responders
2. Please provide details on the methodologies for data analysis and development of recommendations for further consideration by IDLO on key improvement plans and action points.



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3. Please explain where and how benchmarking with employee engagement data from comparable entities can be used

**D. Post-survey Support**

Please provide full details of post-survey support, such as pulse surveys and other follow-up mechanisms to track progress and/or effectiveness of the improvement actions taken based on the results of the survey, including full details of methodologies, platform(s) used, roles and responsibilities, and recommended timelines and frequencies for implementation

## ANNEX F2- FINANCIAL PROPOSAL

The Bidder is requested to prepare the Financial Proposal/Price Schedule as a separate envelope from the rest of the RFP response as indicated in the Instructions to Bidders.

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

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The IDLO reserves the option to either lease/rent or purchase outright the equipment through the Bidder.

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.

Project	Activity	Individual tasks, its objectives and envisioned outcome(s)	Unit (where applicable)	Estimated amount (EUR)
<b>Design and implementation of a comprehensive EES</b>	Phase 1: Project Launch and planning	<i>(Task 1)</i>		
		<i>(Task 2)...</i>		
	Phase 2: Survey development and design			
	Phase 3: Survey implementation and monitoring			
	Phase 4: Analysis and reporting			
<b>TOTAL COST</b>				

Project	Activities	Description	Unit price (EUR)
<b>Post-survey follow up services</b>	<i>(Example) Pulse surveys</i>	<i>(Please provide a description here on the unit, e.g. "per 1 survey" and also the extent of this survey, e.g. how many questions.)</i>	

**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 Services. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of Services.

Place of delivery	IDLO Headquarters Viale Vaticano 106 Rome, Italy 00165
Delivery date	<p>The duration of the Service Contract will be determined based on the detailed timeline and work schedule initially agreed upon between IDLO and the selected Contractor.</p> <p>The Framework Agreement will be signed for an initial period of 12 months. IDLO is not obliged to use the services provided by the Contractor.</p> <p>IDLO will review the quality of services and deliverables after 12 months of provision of services. Subject to satisfactory performance and agreement by both parties, the Framework Agreement may be extended for two (2) additional periods of 24 months each. The overall duration of the Framework Agreement will not exceed 5 years.</p> <p>The prices will remain unchanged during the period of contract implementation.</p>
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.

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

Any bid 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\\_august\\_2020.pdf](https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_goods_august_2020.pdf)

[https://www.idlo.int/sites/default/files/documents/general\\_terms\\_and\\_conditions\\_for\\_services\\_august\\_2020.pdf](https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_services_august_2020.pdf)

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