

**INTERNATIONAL DEVELOPMENT LAW ORGANIZATION
INVITATION TO BID**

Reference: **ITB No. HQ-2025-194**

Date: **March 5, 2025**

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for **Ordinary and Extraordinary Maintenance of Air Conditioning Systems**.

The full requirement is described in Annex C (Terms of Reference).

We also request that your Bid is submitted using the format specifically detailed in Annex D (Bid Submission Form), E (Bidder Information Form) and F (Price Schedule).

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

Bids shall be evaluated based on the criteria set in Annex B (Preliminary Screening Criteria).

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 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 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 upon presentation of a 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
c.	Terms of Reference (TOR)	Annex C
d.	Bid Submission Form	Annex D
e.	Bidder Information Form, including: (i) Self-Attestation Form (ii) Reference List 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 and IDLO Supplier Code of Conduct	Annex H

For any questions/clarifications related to this ITB before the Deadline for Submission of Bids, please contact IDLO at tenders@idlo.int and mention **Clarification ITB NO. HQ-2025-194** in the subject section of your email.

Deadline for Submission of Bids:

On or before:

Date: March 28, 2025

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

Headquarters in Rome

**ANNEX A
INSTRUCTIONS TO BIDDERS**

1. General Considerations	<p>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.</p> <p>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.</p>
2. Cost of the Bid	<p>The Bidder shall bear all costs associated with the preparation and submission of the Bid.</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 Bid	Bids shall be nominated exclusively in EUR.
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 <u>English</u> or <u>Italian</u> language.
5. Deadline for Submission of Bids	<p>The Bid shall be addressed to IDLO on or before</p> <p>Date: March 28, 2025 Time: 15:00 hours Rome, Italy local time.</p>
6. Delivery Term and Place	Services will be delivered after receipt of Work Order from IDLO, according to the time and place specified therein.
7. Customs clearance , if needed, shall be done by:	<input checked="" type="checkbox"/> N/A
8. Special Packing Requirement or Temperature Control	<input checked="" type="checkbox"/> N/A
9. Documents comprising the Bid	<p>The Bid shall comprise the following components:</p> <ol style="list-style-type: none"> 1. Bid Submission Form (see Annex D); 2. Bidder Information Form (see Annex E); 3. Price Schedule (Annex F).
10. 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.
11. Clarification of Solicitation Documents	<p>A prospective Bidder requiring any clarification on this ITB should contact IDLO by email on tenders@idlo.int (ONLY) no later than 72 hours prior to the Deadline for Submission of Bids.</p> <p>Please mention Clarification ITB NO. HQ-2025-194 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>12. Amendments of Solicitation Documents</p>	<p>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.</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 Bids.</p>
<p>13. Format, signing sealing, marking and submission of Bids</p>	<p>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.</p> <p>The Bid must be submitted using the format specifically detailed in Annex D (Bid Submission Form), E (Bidder Information Form) and F (Price Schedule).</p> <p>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 initialled by the person or persons signing the Bid.</p> <p>Before the stipulated deadline, the Bidder shall send one email to the following e-mail address: tenders@idlo.int with the Subject: "Submission for ITB No. HQ-2025-194"</p>
<p>14. Joint Venture, Consortium, or Association</p>	<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 Bid, they shall confirm in their Bid that:</p> <ul style="list-style-type: none"> (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. <p>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.</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 bid.</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 ITB, both in 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.</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"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <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>
15. Only One Bid	<p>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 Joint Venture.</p> <p>Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ol style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or 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; 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; 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.
16. Late Bids	<p>Any Bid received by IDLO after the Deadline for Submission of Bids, pursuant to clause 5 (Deadline for Submission of Bids), 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.</p>
17. Validity Period of Bids	<p>All Bids will be valid for 90 days from the Deadline for Submission of Bids. In exceptional circumstances IDLO may request the Bidders to extend the</p>

	<p>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.</p>
18. Modification and withdrawal of Bids	<p>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.</p> <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 Bids.</p> <p>No Bid may be modified nor withdrawn after the deadline for submission of Bids.</p> <p>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.</p>
19. Amendment of the Bid	<p>At any time prior to the Deadline for Submission of Bids , 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.</p> <p>If the amendment is substantial, IDLO may extend the Deadline for Submission of Bids to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
20. Site visit	<p><input checked="" type="checkbox"/> Yes – All Bidders are required to attend a mandatory site visit at Viale Vaticano 106, 00165 Rome, Italy, to inspect the air conditioning system in place. <u>Failure to attend the site visit will result in exclusion from the procurement procedure.</u></p> <p>To this end, all prospective Bidders are invited to request a site visit (in writing) by sending an email to: ospurchasing@idlo.int</p> <p>The date(s) and time(s) of the site visit(s) will be confirmed upon receipt of the requests, which must be submitted before 25 March 2025, the final available date for site visits.</p> <p>No verbal statement made during the site visit shall modify the terms and conditions of the ITB, unless issued/posted as an amendment to ITB.</p>
21. Right to accept, reject, or render non-responsive any or all Bids	<p>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.</p>
22. Clarification of Bids	<p>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.</p>

23. Evaluation of Eligibility and Qualification	<p>In general terms, Bidders that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in IDLO Sanctions lists (EU, US, UN) (sanctions check will be conducted by IDLO); b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments (see Annex B, Section B: Qualification Criteria for reference); 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 (see Annex B, Section B: Qualification Criteria for reference); d) They are able to comply fully with IDLO General Terms and Conditions of Contract and IDLO Supplier Code of Conduct (see Annex H for reference); e) They do not have a consistent history of court/arbitral award decisions against the Bidder (see Annex B, Section A: Minimum Eligibility Criteria for reference); and f) They have a record of timely and satisfactory performance with their clients (see Annex B, Section B: Qualification Criteria for reference).
24. Price variation	Bidders shall not vary their prices for any reason after the deadline of the tender and while the Bid is still valid.
25. Preliminary Screening	IDLO will screen the Bids' Annex D (Bid Submission Form) and Annex E (Bidder Information Form) to determine whether they are complete, whether the documents have been properly signed, and whether the Bid is generally in order.
26. 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.
27. 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"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; 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; 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; 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; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that IDLO may deem appropriate, at any stage within

	the selection process, prior to awarding the contract.
28. Responsiveness of Bid	<p>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.</p> <p>IDLO's determination of a Bid's responsiveness is based on the contents of the Bid itself without recourse to extrinsic evidence.</p>
29. Evaluation of Bid	All eligible Bids are assessed whether they are compliant, i.e., meet or exceed the specifications of the ITB
30. Right to Vary Requirements at the time of the Award	<input checked="" type="checkbox"/> N/A for Framework Agreement
31. Contract Award	<p>Contract Award shall be granted according to:</p> <ul style="list-style-type: none"> a) Full submission of relevant documentation as per Preliminary Screening Criteria (Annex B); b) Full submission of Bid Submission Form (Annex D) signed and stamped; c) Full submission of Bidder Information Form (Annex E); d) Full submission of Price Schedule (Annex F) signed and stamped; e) Lowest priced, most technically acceptable/compliant offer.
32. 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.
33. 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.
34. Payment Terms	IDLO will make payment within 30 days after satisfactory receipt of all goods and upon submission of the invoice by the Supplier.
35. General Terms and Conditions and Supplier Code of Conduct	<p>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.</p> <p>The mere act of submission of a Bid implies that the Bidder accepts both Annexes in full.</p>
36. Liquidated Damages	<p><input checked="" type="checkbox"/> Yes – For late delivery of Services, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 18 of the General Terms and Conditions.</p> <p>If the Contractor fails to perform the requested Services within the time period specified and as stipulated in the terms and conditions of the</p>



	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.
37. Partial Bid	<input checked="" type="checkbox"/> Not permitted (All or Nothing)

**ANNEX B
PRELIMINARY SCREENING CRITERIA**

A. MINIMUM ELIGIBILITY CRITERIA

Subject	Criteria	Document Submission Requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Latest Business Registration Certificate (Visura Camerale, or equivalent)
Tax Revenue	Vendor is registered with pertinent country's revenue authority.	Latest Tax Registration Certificate (Visura Camerale, or equivalent)
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 23.	Self-Attestation Letter (<i>form provided in Annex E</i>)
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Self-Attestation Letter (<i>form provided in Annex E</i>)
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 (<i>form provided in Annex E</i>)
Certificates and Licenses	Vendor is duly authorized to install, repair, and maintain air conditioning systems.	Registration with the relevant Chambers of Commerce (D.P.R. No. 37/2008) and the Italian F-Gas Register (D.P.R. No. 146/2018), or an equivalent registration allowing operation in Italy.

B. QUALIFICATION CRITERIA

Subject	Criteria	Document Submission Requirement
QUALIFICATION		
Previous Experience	<p>Minimum 3 years of relevant experience.</p> <p>Minimum 2 contracts of similar value, nature and complexity implemented over the last 3 years.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	<p>List of services provided by the Bidder in the past 3 years with sums, duration and recipients, public or private <i>(form provided in Annex E)</i></p>
Financial Standing	<p>Minimum average annual turnover of EUR 35.000 for the last 3 years.</p> <p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability by submitting an audited financial statement (balance sheets, including all related notes, and income statements) for the last 3 years</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	<p>Audited Financial Statements</p>

ANNEX C
TERMS OF REFERENCE
ORDINARY AND EXTRAORDINARY MAINTENANCE OF AIR CONDITIONING SYSTEMS

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

To ensure comfortable, energy-efficient working environment, with optimal indoor air quality and temperature control, IDLO requires ordinary and extraordinary maintenance services for its air conditioning (A/C) systems at IDLO Headquarters. These systems consist of **Sanyo/Panasonic** A/C units of different of different manufacturing years and conditions.

The ordinary maintenance is a legal requirement (D.P.R. No. 74/2013) and essential to prevent breakdowns, extend equipment lifespan, and maintain energy efficiency, while extraordinary maintenance is necessary to address unforeseen issues or failures that could impact IDLO's working environment and disrupt operations.

The objectives of the services include, but are not limited to:

- 1) Ensure the continuous functionality, efficiency, and safety of the A/C systems.
- 2) Conduct routine inspections, cleaning, and preventive maintenance to minimize downtime and extend system lifespan.
- 3) Guarantee compliance with technical and regulatory standards.
- 4) Provide prompt and effective interventions for extraordinary maintenance in case of malfunctions or failures.

C. Condition of Contract and Expected Output

IDLO is looking to establish a (1) Contract for Services and a (2) Framework Agreement with able and qualified Supplier.

A **Contract for Services** is a legally binding agreement between IDLO and a Supplier for the performance of specified services. The subject matter, remuneration, and duration of performance are clearly defined from the outset, along with other necessary legal conditions. Upon signature, the contract is then implemented without the need for further formalities.

A **Framework Agreement** is a type of agreement that sets terms and conditions for the procurement of goods or services over a specified period. The specific details, such as quantities and delivery dates, are defined later in specific contracts, called Work Orders, issued under the Framework Agreement. The Framework Agreement itself does not create a direct obligation for IDLO, nor does it require IDLO to order any minimum or maximum quantity. Legal commitments arise only from specific Work Orders concluded under the Framework Agreement. Once the Framework Agreement is in place, IDLO shall place Work Orders on a “need basis”.

This ITB is for the provision of **ordinary and extraordinary maintenance services for air conditioning systems**.

The selected contractor will be responsible for the maintenance of the following air conditioning systems:

- a) 13 external units
- b) 70 internal units, including:
 - 2 wall-mounted units (server room)
 - 1 ducted unit (reception)
 - 1 cassette unit
 - 1 wall-mounted unit
 - 17 ducted units (1st floor)
 - 1 wall-mounted unit (kitchen)
 - 1 wall-mounted unit (office 111)
 - 15 ducted units (2nd floor)
 - 16 ducted units (3rd floor)
 - 15 ducted units (attic floor)

Ordinary Maintenance (Contract for Services)

The selected contractor shall perform two (2) scheduled inspections per year, each conducted by specialist technicians at six-month intervals.

The inspections shall include the following activities:

- 1) Start-up of the systems and switching the operation cycle.
- 2) Inspection of the 13 external units, including:
 - a) Visual inspection of the overall condition of each unit.
 - b) Assessment of the efficiency of the heat exchanger, internal piping, and electronic components
 - c) Verification of the electrical consumption of both the compressor and the fan.
 - d) Cleaning of the heat exchanger and removal of any accumulated debris, if present.
 - e) Tightening of all electrical connections, with special attention to power connections, and a thorough inspection of the wiring.
 - f) Measurement of operational pressures and inspection of refrigerant connections for any issues.
 - g) Evaluation of the motor and fan bearings for optimal performance and efficiency.
 - h) Verification of proper data communication between the internal and external units.
- 3) Inspection of the 70 internal units, including:
 - a) Cleaning or replacing the air filters, as necessary; the cost of any replaced air filters will be charged as per the price list included in the Framework Agreement.
 - b) Checking the efficiency of the condensate drain and cleaning the collection tray.
 - c) Cleaning the heat exchanger and removing any accumulated debris, if present.
 - d) Tightening all electrical connections, with particular attention to power connections, and inspecting the wiring for any issues.
 - e) Performing a visual inspection of the heat exchanger and cleaning it, if required.
 - f) Listening for any unusual noises and evaluating the efficiency of the motor bearings.
 - g) Verifying the working temperatures of the internal units to ensure proper operation.
- 4) Test of the refrigeration circuit for leaks, inspecting the control equipment, and calibrating the machines.
- 5) Provision of annual sanitizing treatment during the spring visit, which involves placing sanitizing tablets in the condensate collection trays of the internal units to prevent the growth of bacteria, algae, slime, unpleasant odors, and corrosion.

- 6) Supply and installation of the necessary consumables for maintenance; the cost of any replaced parts will be charged as per the price list included in the Framework Agreement.
- 7) Removal of waste materials.
- 8) Shutdown of the systems, if required.
- 9) Energy efficiency check every two (2) years, including updating the system logbook (libretto d'impianto), energy efficiency reports, and completion of all relevant documentation and registers as required by applicable regulations.

Extraordinary Maintenance (Framework Agreement)

The selected contractor shall provide diagnostics and repairs in the event of system breakdowns or malfunctions that cannot be resolved through routine maintenance procedures. This includes any additional repairs or replacements necessary to restore the system to full operational status, which are not covered under ordinary maintenance.

The minimum response times for extraordinary maintenance are as follows:

- Emergency interventions (as defined by IDLO): within 1 working day of notification.
- Less urgent interventions (as defined by IDLO): within 5 working days of notification.

The extraordinary maintenance services include:

- 1) A visit to assess and diagnose the system breakdown or malfunction. Following the diagnostic visit, the contractor shall provide a detailed report of the identified issue, the estimated time required for repairs (in hours), and any replacement parts necessary.
- 2) Repair services to address the identified issue. If the repair services are carried out immediately following the diagnostic visit, the time spent on the diagnostic visit will be included in the hourly charge for the repair services.

Replacement Parts (Framework Agreement)

All replacement parts must be original and approved by the manufacturer to ensure compatibility, system performance, and warranty compliance. The contractor shall use only these parts for any repairs or replacements.

During the execution of the Framework Agreement, the contractor shall provide proof of the original prices of spare parts sourced from the respective manufacturers

D. Institutional Arrangement

The ordinary maintenance inspections, scheduled twice a year, shall be arranged between the selected contractor and the IDLO Contract Manager.

After each ordinary inspection or extraordinary intervention, the contractor shall provide a report summarizing the work performed, any parts requiring repair or replacement, observations on system performance, and recommendations for future actions or improvements. Reports must be submitted within 2 working days of the completion of each visit/intervention.

E. Duration of the Work

The duration for Contract for Services (ordinary maintenance) is 2 years, with an option to extend at the same terms and conditions for additional periods, up to a maximum total duration of 5 years, subject to satisfactory performance and agreement by both parties.

The duration for Framework Agreement (extraordinary maintenance) is 2 years. with an option to extend at the same terms and conditions for additional periods, up to a maximum total duration of 5 years, subject to satisfactory performance and agreement by both parties.

F. Work Location

IDLO Headquarters are located at Viale Vaticano 106, 00165 in Rome, Italy.

G. Performance Evaluation

The contractor's performance will be assessed based on the following indicators:

- 1) The contractor follows the scheduled dates for ordinary maintenance and responds to emergency extraordinary maintenance within 1 working day, and non-urgent issues within 5 working days.
- 2) The contractor ensures all inspections, maintenance, and repairs are completed professionally and thoroughly.
- 3) Only original and manufacturer-approved parts are used for replacements.
- 4) The system's performance is restored or improved after each maintenance visit.
- 5) Any recurring issues or complaints are promptly addressed by the contractor.
- 6) The contractor adheres to the agreed cost estimates for parts and consumables, providing detailed invoices.
- 7) The contractor identifies potential system issues or performance improvements and provides recommendations for action.
- 8) The contractor complies with the warranty terms.

H. Scope of Tender Price and Schedule of Payments

The Tender Price shall include the following components:

1. A fixed fee for each ordinary maintenance inspection, regardless of the actual time spent.
2. A flat fee for diagnostic visits (not based on hours).
3. A fixed hourly rate for extraordinary repairs (charged by hours).
4. A fixed margin (expressed as a percentage) added to the manufacturer's official price list for replacement parts. During the execution of the Framework Agreement, the contractor shall provide proof of the original prices of spare parts obtained from the respective manufacturers.

Prices may be subject to adjustments as outlined in the "Special Conditions".

**ANNEX D
BID SUBMISSION FORM**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Services for the prices outlined in 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

Signature

Duly authorized to sign this Bid

**ANNEX E
BIDDER INFORMATION FORM**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB ref number]		
Legal name of Bidder	[Complete]		
Legal address	[Complete]		
Year of registration	[Complete]		
Bidder's Authorized Representative Information	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Are you an IDLO vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert IDLO vendor number]		
Countries of operation	[Complete]		
No. of full-time employees	[Complete]		
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[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 IDLO may contact for requests for clarifications during Bid evaluation	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Latest Business Registration Certificate (visura camerale, or equivalent); ▪ Latest Tax Registration Certificate (visura camerale, or equivalent); ▪ Self-Attestation Letter (form provided in Annex E); ▪ Registration with the relevant Chambers of Commerce and the Italian F-Gas Register; ▪ List of services provided by the Bidder in the last 3 years (form provided in Annex E); ▪ Audited financial statements. 		

SELF-ATTESTATION FORM

I, undersigned, hereby attest that the Bidder is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization, the World Bank Group, or any other international organization, in accordance with ITB Annex A, Section 23.

I, undersigned, hereby attest that there has been no consistent history of court or arbitral award decisions against the Bidder for the last three years.

I, undersigned, hereby attest that the Bidder has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the Bidder that could impair its operations in the foreseeable future.

Company/Organization

Name

Title

Date

Signature

REFERENCE LIST FORM

No.	Service Provided	Sum (EUR)	Duration	Recipient	Contact Reference
1	[Service Description]	[Amount]	[Start-End Dates]	[Client Name]	[Contact Name, Email, Phone]
2	[Service Description]	[Amount]	[Start-End Dates]	[Client Name]	[Contact Name, Email, Phone]
3	[Service Description]	[Amount]	[Start-End Dates]	[Client Name]	[Contact Name, Email, Phone]

**ANNEX F
PRICE SCHEDULE**

No.	Description	Price (VAT excl.)
1	Fixed fee for each ordinary maintenance inspection	[Insert amount]
2	Flat fee for diagnostic visit	[Insert amount]
3	Hourly rate for extraordinary repair services	[Insert amount]
4	Percentage margin applied to manufacturer's spare parts list	[Insert Percentage]

Name, position and signature of the Bidder <hr/> <i>Duly authorised to sign this Bid</i> Date:	Bidder's Stamp
--	-----------------------

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.

Payment terms	<p>The price of the services shall be firm and not subject to revision for the first year of the contract. At the beginning of the second and each subsequent year of the contract, either party may request a price adjustment (increase or decrease) by submitting a request in writing at least 3 months before the contract anniversary date. The receiving party shall acknowledge in writing the request within 15 days.</p> <p>The price adjustment shall be determined based on the trend in the Harmonized Index of Consumer Prices (HICP) published by the Italian National Institute of Statistics (ISTAT). If the index for the relevant month is not available at the time of calculation, the most recent published index shall be used. <u>Any price adjustment will require a formal written amendment to the contract signed by both parties.</u></p> <p>The contract carries no expectation of or entitlement to extension or renewal. In the event of a contract extension beyond the initial 3-year period or renewal, the prices may be adjusted based on the salary index included in the sector-specific collective labour agreement (Contratto Collettivo Nazionale di Lavoro – CCNL), applicable at the time of extension, upon written request of either party and subject to the agreement of the other party.</p> <p>The contractor shall calculate the revised price using the following formula and submit it to IDLO for verification:</p> $Pr = Po \times \left(\frac{Io}{Ir}\right)$ <p>Where:</p> <ul style="list-style-type: none"> ▪ Pr = revised price ▪ Po = original price in the tender ▪ Io = index for the month when the contract begins ▪ Ir = index for the month of the price revision request
After-sales services and Warranty	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Warranty on Parts and Labour for minimum period of 2 years <input type="checkbox"/> Technical Support <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input type="checkbox"/> Others

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_august_2020.pdf

https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_services_feb_2022.pdf

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