

**INTERNATIONAL DEVELOPMENT LAW ORGANIZATION**  
**Invitation to Bid**

Reference: **ITB No. N\_119\_2020\_KEN**

Date: **22<sup>nd</sup> July 2020**

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for **Events Management Services**. The full requirement is described in Annex C.

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

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

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

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

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

By submitting a Bid in response to this information, Bidders are confirming acceptance of IDLO'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 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	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 <b>[Goods/Services]</b>	Annex H
i.	IDLO Supplier Code of Conduct	Annex I

For any questions/clarifications related to this ITB before Deadline for Submissions of Bid, please contact IDLO on [tenders@idlo.int](mailto:tenders@idlo.int) and mention ITB No. N\_119\_2020\_KEN in the subject section of your email.

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Deadline for Submission of Proposals: On or before **24<sup>th</sup> July 2020** and 1200 hours local Rome time (1300 hours Kenya local time).

**Important: This ITB is for Events Management Services scheduled to take place on 29th July 2020 at the Judiciary grounds in Supreme Court Nairobi.**

Thank you and we look forward to receiving your Bid.

Sincerely yours,  
Winifred Senaji

**ANNEX A  
INSTRUCTIONS TO BIDDERS**

**ITB No. N\_119\_2020\_KEN**

**2**



1. General Considerations	In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid. The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify IDLO.
2. Cost of the Bid	The Bidder shall bear all costs associated with the preparation and submission of the Bid. IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.
3. Currency of Bid	Bids shall be nominated exclusively in Kenya shillings  <i>Note: Local Suppliers must comply with any applicable laws regarding doing business in other currencies</i>
4. Language of the Bid	The Bid and all correspondences and documents relating to the Bid exchanged by the Bidder and IDLO shall be written in the English language.
5. Delivery Term and Place	<b>Goods/Services</b> are to be provided to: Supreme Court grounds
6. Deadline for Submissions of Bids	The Bid shall be addressed to IDLO on or before <b>24<sup>th</sup> July 2020 at 1200 hours</b> Rome, Italy local time [ <b>1300 hours Kenyan</b> local time)  <i>Note: Proposals submitted by email must be limited to a maximum of <b>10MB</b>, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.</i>
7. Documents comprising the Bid	The Bid shall comprise the following components: 1. Bid Submission Form (see Annex D); 2. Bidder Information Form (see Annex E) 3. Price Schedule (Annex F)
8. Contents of solicitation documents	Bids must offer services for the total requirement, unless specified otherwise in this ITB.  Bids offering only part of the requirement will be rejected.  The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and will affect the evaluation of the Bid.
9. Clarification of solicitation documents	A prospective Bidder requiring any clarification on this ITB may contact IDLO by email on <a href="mailto:tenders@idlo.int">tenders@idlo.int</a> no later than <b>24 hours</b> prior to the deadline for submission of Bids.  The requests for clarification will have “ <b>Request for clarifications for ITB No. N_119_2020_KEN</b> ” mentioned in the subject.  Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry)

	<p>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>
10. Amendments of solicitation documents	<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>
11. Format, signing sealing, marking and submission of Bids	<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, E and F.</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>
12. 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 Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between IDLO and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <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</p>

	<p>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 RFP, 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"> <li>Those that were undertaken together by the JV, Consortium or Association; and</li> <li>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 clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.</p>
13. 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"> <li>they have at least one controlling partner, director or shareholder in common; or</li> <li>any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>they have the same legal representative for purposes of this ITB; or</li> <li>they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;</li> </ol>

	<p>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;</p> <p>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.</p>
14. Late Bids	Any Bid received by IDLO after the deadline for submission of Bids, pursuant to clause <i>Deadline for the submission of Bid</i> , will be rejected and sent back unopened or destroyed unopened if the return cannot be secured unless the Bid was sent by email but was not properly received due to issues in IDLO mailing system.
15. Validity Period of Bids	All Bids will be valid for <b>90 days</b> from the deadline for submission of Bids. In exceptional circumstances IDLO may request the Bidders to extend the validity of the Bid beyond what has been initially indicated in this ITB. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the Bid. The Bidders may choose not to extend the validity period of the Bid upon request of IDLO.
16. Modification and withdrawal of Bids	<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 <i>Deadline for Submission of Bids</i>.</p> <p>No Bid may be modified nor withdrawn after to 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>
17. Amendment of the Bid	<p>At any time prior to the deadline of Bid submission, IDLO may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>If the amendment is substantial, IDLO may extend the Deadline for submission of bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
18. Bidders' conference	<p><input checked="" type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes - A Bidder's conference will be conducted at [the date, time and location].</p> <p>All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of</p>

	<p>the Bidder's conference will be disseminated on IDLO's website and shared by email to Bidders that attended.</p> <p>No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.</p>
19. Right to accept, reject, or render non-responsive any or all Bids	IDLO reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to annul the solicitation process and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer.
20. Clarification of Bids	To assist in the examination, evaluation and comparison of Bids, IDLO may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.
21. Evaluation of Eligibility and Qualification	<p>In general terms, Bidders that meet the following criteria may be considered qualified:</p> <ul 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 Contract and IDLO Supplier Code of Conduct;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
22. Price variation	Bidders shall not vary their prices for any reason after the deadline of the tender and while the Bid is still valid.
23. Preliminary Screening	IDLO will screen the Bids' Annex D and E to determine whether they are complete, whether the documents have been properly signed, and whether the Bid is generally in order.
24. Correction of errors	In the event of a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected by IDLO. If the Bidder does not accept the final price based on IDLO's correction of errors, its Bid will be rejected.

25. Due Diligence	<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 ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
26. Responsiveness of Bid	<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>
27. Contract Award	<p>Contract Award shall be granted according to:</p> <ul style="list-style-type: none"> <li>a) Full submission of relevant documentation as per Preliminary Screening Criteria (Annex B);</li> <li>b) Full submission of Bid Submission Form (Annex D) signed and stamped;</li> <li>c) Full submission of Bidder Information Form (Annex E);</li> <li>d) Full submission of Price Schedule (Annex F) signed and stamped;</li> <li>e) Lowest priced, most technically acceptable/compliant offer;</li> </ul>
28. Debriefing	<p>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.</p>



29. Right to Vary Requirements at the time of the Award	At the time of award of Contract, IDLO reserves the right to vary (increase or decrease) the quantity of <b>goods and/or services</b> , by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
30. Contract Signature	Within <b>one calendar day</b> from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to IDLO. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Bids.
31. Payment Terms	IDLO will make payment within <b>30 days</b> after satisfactory receipt of all goods and upon submission of the invoice by the Supplier.
32. General Terms and Conditions and Supplier Code of Conduct	Any Contract or Purchase Order that will be signed as a result of this ITB shall be subject to the IDLO's General Terms and Conditions attached as Annex H and Supplier Code of Conduct attached as Annex I.  The mere act of submission of a Bid implies that the Bidder accepts both Annexes in full.
33. Liquidated Damages	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes - Failure to Complete Services. If the Contractor fails to complete the services within the time for delivery specified in the Contract, IDLO may, in its sole discretion and without prejudice to its other remedies under the Contract, deduct from the total contract price, as liquidated damages, a sum up to a maximum deduction of 15 per cent of the total contract amount.

## ANNEX B PRELIMINARY SCREENING CRITERIA

### A. MINIMUM ELIGIBILITY CRITERIA

Subject	Criteria	Document Submission Requirement
ELIGIBILITY		

<b>Legal Status</b>	Vendor is a legally registered entity.	Certificate of Incorporation/Registration
<b>Tax Revenue</b>	Vendor is registered with pertinent country's revenue authority.	Valid Tax Compliance Certificate
<b>Eligibility</b>	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 clause 3.	
<b>Bankruptcy</b>	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.	Form A: Bid Submission Form
<b>Certificates and Licenses</b>	<ul style="list-style-type: none"> <li>▪ Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer</li> <li>▪ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> <li>▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder</li> <li>▪ Export/Import Licenses, if applicable</li> </ul>	N/A
<b>Ministry of health compliance</b>	Certification to operate food business during Covid 19 pandemic	Valid Ministry of health compliance letter

## B. QUALIFICATION CRITERIA

QUALIFICATION		
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	[insert self attestation]
<b>Previous Experience</b>	Minimum 3 years of relevant experience.	Copy of contract or reference letter
	Minimum 2 contracts of similar value, nature and complexity implemented over the last 3 year. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Copy of contract
<b>Financial Standing</b>	Minimum average annual turnover of KES 20,000,000 for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Audited bank statements
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Audited bank statements

## ANNEX C

ITB No. N\_119\_2020\_KEN

## TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS EVENTS MANAGEMENT SERVICES

IDLO is the only intergovernmental organization exclusively dedicated to promoting the rule of law and access to justice. IDLO enables governments and empowers people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity.

The overall objective of procurement in IDLO is the timely acquisition of goods and services in support of IDLO activities in a competitive and transparent manner while ensuring fitness of purpose and the Best Value for Money.

IDLO procurement activities adhere to the principle of fairness, competition and transparency.

**This ITB is for Events Management Services scheduled to take place on 29<sup>th</sup> July 2020 at the Judiciary grounds in Supreme Court Nairobi.**

### A. Background

IDLO seeks to engage a reputable events management company to support a book launch for 4 publications. This event is scheduled to take place on **29<sup>th</sup> July 2020 at the Judiciary grounds in Supreme Court Nairobi** in which 100 pax is expected to attend.

Part of the scope of work includes outside catering services hence utmost hygiene, safety and compliance to the Ministry of Health guidelines with regard to COVID 19 must be observed.

### B. Expected Output

	Item	Description	Unit measure	Quantity	Delivery date
<b>Lot 1: TENTS CHAIRS AND TABLES</b>					
1	Dome tent	Hiring of dome tent with sitting capacity of 100 pax to accommodate social distancing as per ministry of health guidelines. Package to include draping, décor, lighting, dais for 6 pax capacity (with social distancing provisions).	Pieces	1	28 <sup>th</sup> July 2020
2	Banqueting chairs	Dressed banquet chairs	Piece	100	28 <sup>th</sup> July 2020
3	Round tables	Hiring of 30 round tables with dressing with 8 pax capacity	Piece	30	28 <sup>th</sup> July 2020
4	VIP food tent	VIP food tent with capacity of 30 pax with social distancing	Pieces	1	28 <sup>th</sup> July 2020
5	Serving tables	Dressed serving tables 2 meters long each	Pieces	6	28 <sup>th</sup> July 2020
<b>Lot 2: OUTSIDE CATERING SERVICES</b>					

6	Outside catering	<p>Outside catering for 100 pax-</p> <ul style="list-style-type: none"> <li>• 3 course meals -Halal meat dish (beef, lamb or chicken), fish</li> <li>• Fresh bread rolls - Suitable for Vegetarians</li> <li>• Vegetables - Two varieties suitable for vegetarians</li> <li>• Starch - Two varieties suitable for vegetarians</li> <li>• Three types of desserts and two fresh fruits</li> <li>• Two types of juice, two types of soft drinks, Still and Sparkling Water</li> <li>• Instant Coffee, Brewed Coffee Tea, Milk, Lactose Free Milk, Sugar and Sugar Substitute/Artificial Sweetener</li> </ul>	Per person	100	29 <sup>th</sup> July 2020
7	Handwash stations	Hand washing stations with hand cleaning supplies that comply to Kenyan Ministry of Health standard	Piece	5	29 <sup>th</sup> July 2020

Lot 3: AUDIO-VISUAL EQUIPMENT HIRE					
8	Videography	Videography for entire event	Per person	2	29 <sup>th</sup> July 2020
9	Photography	Photography	Per person	1	29 <sup>th</sup> July 2020
10	Audio equipment hire	PA system with two cordless microphones	Pieces	1	29 <sup>th</sup> July 2020
11	LCD hire	LCD projector and projection screens	Pieces	1	29 <sup>th</sup> July 2020
12	TV screens hire	65 inch TV screens	Pieces	4	29 <sup>th</sup> July 2020
13	Technical support	Standby technician for audiovisual equipment		Please advise on how many is required	29 <sup>th</sup> July 2020

Lot 4: PRINTING					
14	Street banner	10m x 1.5m PVC street banner with eyelets and rope	Piece	1	28 <sup>th</sup> July 2020
15	Roll up banner	Broad base PVC roll up banner - 2 meters length by 0.85 meter width	Piece	2	28 <sup>th</sup> July 2020
16	Dummy books	Corex material A2 size dummy books 1 piece each <ul style="list-style-type: none"> <li>Gender Audit</li> <li>Judiciary Strategic Plan</li> </ul>	Piece	2	28 <sup>th</sup> July 2020

**C. Institutional Arrangement**

This contract shall be supervised by the IDLO Program Manager (s) with the support of the Administrative Assistant. Judiciary focal points shall be present to provide guidance with respect to requirements.

**D. Duration of the Work**

This is a one day event (on 29<sup>th</sup> July 2020) with some deliverables expected to be met earlier as listed on the above table.

**E. Work Location**

The contractor shall deliver services at Supreme Court grounds.

**F. Qualifications of the Successful Contractor**

This shall be guided by qualification requirement on part (b) of annex B.

**G. Scope of Tender Price and Schedule of Payments**

This procurement will result to a fixed price contract.

NR	MILESTONE	TARGET COMPLETION TIMELINE
1	Provision of Tents, tables and chairs	Setup on 28 <sup>th</sup> July 2020
2	Provision of outside catering services	29 <sup>th</sup> July 2020
3	Provision of audio-visual equipment hire	29 <sup>th</sup> July 2020
4	Provision of printing services	28 <sup>th</sup> July 2020

**ANNEX D  
BID 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 [Goods/ Services] for [INSERT AMOUNT OF MONEY AND CURRENCY] as may be ascertained in accordance with the Price Schedule (Annex F) attached herewith and made part of this Bid.

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

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

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

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

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

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

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

Date: **Select date**


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

*Duly authorized to sign this Bid*



**ANNEX E**  
**BIDDER INFORMATION FORM**

<b>Name of Bidder:</b>		<b>Date:</b>	Select date
<b>ITB reference:</b>	ITB.N_119_2020_KEN		
<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> <b>[As per Annex B – Preliminary Screening Criteria]</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> <li>▪ Patent Registration Certificates, if any of technologies submitted in the tender is patented by the Bidder</li> <li>▪ Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney.</li> <li>▪ Export Licenses, if applicable</li> <li>▪ Local Government permit to locate and operate in assignment location, if applicable</li> </ul>		

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|  | <ul style="list-style-type: none"><li>▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li><li>▪ Audited financial statements (balance sheets, including all related notes, and income statements) for the last 3 years</li><li>▪ Ministry of health compliance letter to operate food business during Covid 19 pandemic</li></ul> |
|--|--|

**ANNEX F**  
**PRICE SCHEDULE**

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.

	Item	Description	Unit measure	Quantity	Unit price	Total cost inclusive of taxes
<b>Lot 1: TENTS CHAIRS AND TABLES</b>						
1	Dome tent	Hiring of dome tent with sitting capacity of 100 pax to accommodate social distancing as per ministry of health guidelines. Package to include draping, décor, lighting, dais for 6 pax capacity (with social distancing provisions).	Pieces	1		
2	Banqueting chairs	Dressed banquet chairs	Piece	100		
3	Round tables	Hiring of 30 round tables with dressing with 8 pax capacity	Piece	30		
4	VIP food tent	VIP food tent with capacity of 30 pax with social distancing	Pieces	1		
5	Serving tables	Dressed serving tables 2 meters long each	Pieces	6		
<b>Total</b>						

	Item	Description	Unit measure	Quantity	Unit price	Total cost inclusive of taxes
<b>Lot 2: OUTSIDE CATERING SERVICES</b>						
6	Outside catering	Outside catering for 100 pax- <ul style="list-style-type: none"> <li>• 3 course meals -Halal meat dish (beef, lamb or chicken), fish</li> <li>• Fresh bread rolls - Suitable for Vegetarians</li> <li>• Vegetables - Two varieties suitable for vegetarians</li> <li>• Starch - Two varieties suitable for vegetarians</li> <li>• Three types of desserts and two fresh fruits</li> <li>• Two types of juice, two types of soft drinks, Still and Sparkling Water</li> <li>• Instant Coffee, Brewed Coffee Tea, Milk, Lactose Free Milk, Sugar and Sugar Substitute/Artificial Sweetener</li> </ul>	Per person	100		
7	Handwash stations	Hand washing stations with hand cleaning supplies that comply to Kenyan Ministry of Health standard	Piece	5		
<b>Total</b>						

	Item	Description	Unit measure	Quantity	Unit price	Total cost inclusive of taxes
<b>Lot 3: AUDIO-VISUAL EQUIPMENT HIRE</b>						
8	Videography	Videography for entire event	Per person	2		
9	Photography	Photography	Per person	1		
10	Audio equipment hire	PA system with two cordless microphones	Pieces	1		
11	LCD hire	LCD projector and projection screens	Pieces	1		
12	TV screens hire	65 inch TV screens	Pieces	4		
13	Technical support	Standby technician for audiovisual equipment	Per person	1		
<b>Total</b>						

	Item	Description	Unit measure	Quantity	Unit price	Total cost inclusive of taxes
<b>Lot 4: PRINTING</b>						
14	Street banner	10m x 1.5m PVC street banner with eyelets and rope	Piece	1		
15	Roll up banner	Broad base PVC roll up banner – 2m length by 0.85m width	Piece	2		
16	Dummy books	Corex material A2 size dummy books 1 piece each • Gender Audit Judiciary Strategic Plan	Piece	2		
<b>Total</b>						

Summary of prices	Total cost inclusive of taxes
Lot 1	
Lot 2	
Lot 3	
Lot 4	
<b>Grand Total</b>	

<p><b>Name, position and signature of the Bidder</b></p>   <hr/> <p><i>Duly authorised to sign this Bid</i></p>  <p><b>Date:</b></p>	<p><b>Bidder's Stamp</b></p>
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**ANNEX G**  
**IDLO SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of **[Goods/Services]**. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of **[Goods/Services]**.

Place of delivery	<b>Supreme court grounds</b>
Delivery date	28 <sup>th</sup> and 29 <sup>th</sup> July 2020 The prices will remain unchanged during the period of contract implementation.
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**  
**SERVICES**

Any bid submission will imply the unconditional acceptance of IDLO General Terms and Conditions and adherence to the Supplier Code of Conduct.



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## ANNEX I

### IDLO SUPPLIER CODE OF CONDUCT

IDLO recognizes the universal and fundamental values enshrined in international instruments in the areas of human rights, labor, environment and anti-corruption.

IDLO expects its Suppliers to respect fundamental social and human rights, and the equal rights of men and women, take responsibility for minimizing the environmental impact of their activities, endorse ethical business practices and reach the following goals:

**1. Supplier Relationships:** The provisions of this Code of Conduct set forth the expectations of all suppliers with whom IDLO does business. IDLO expects that these principles apply to suppliers, parent entities and subsidiary or affiliate entities, as well as all others with whom they do business including employees, subcontractors and other third-parties. IDLO expects suppliers to ensure that the rules and standards of this Code of Conduct are communicated to their employees and subcontractors.

**2. Promoting the Principles of this Code of Conduct:** IDLO expects that its suppliers will establish and maintain appropriate management systems whose scope is related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. All principles contained in this Code of Conduct are of equal importance independently of their order of appearance.

**3. Subcontracting:** IDLO expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct or equivalent set of principles.

#### Labor:

**4. Freedom of Association and Collective Bargaining:** IDLO expects its suppliers to recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as well as core international principles on Freedom of Association and collective bargaining. IDLO recognizes the importance of open communication and direct engagement between workers and management and suppliers are to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.

**5. Forced Labor:** IDLO expects its suppliers to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with international rules on forced labor. All work, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Suppliers should also not mandate that workers hand over government-issued identification, passports or work permits as a condition of employment.

**6. Child Labor:** IDLO expects its suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The minimum admission to employment or work shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country permits, deferring to the greatest age. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with the child's education or that may be harmful to the child's health, physical, mental, social, spiritual or moral development. All suppliers should also adhere to legitimate workplace apprenticeship programs and comply with all laws and regulations governing child labor and apprenticeship programs.

**7. Discrimination:** IDLO does not tolerate any form of discrimination in hiring and employment practices on the ground or race, color, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union membership or marital status. IDLO also discourages discrimination regarding access to training, promotion, and rewards.

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**8. Working Hours:** IDLO expects its suppliers to comply with all applicable working hour requirements as established by local law, and should never exceed 60 hours per week, including overtime, except in emergency or unusual situations. Suppliers must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Suppliers are encouraged to ensure that workers are provided with one day off in every seven-day week.

**9. Compensation:** IDLO expects its suppliers to comply, at a minimum, with all wage and hour laws and regulations, including those pertaining to minimum wages, overtime wages, piece rates, other elements of compensation and to provide legally mandated benefits.

**Human Rights:**

**10. Human Rights:** IDLO expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

**11. Harassment, Harsh or Inhumane Treatment:** IDLO expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

**12. Health and Safety:** IDLO expects its suppliers to follow all relevant legislation, regulations and directives in the country in which they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. At a minimum, suppliers should strive to implement recognized management systems; reasonable access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; and occupational injury and illness and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.

**13. Mines:** IDLO expects its suppliers to strive not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

**Environment:**

**14. Environmental:** IDLO expects its suppliers to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

**15. Chemical and Hazardous Materials:** Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

**16. Wastewater and Solid Waste:** Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

**17. Air Emissions:** Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.

**18. Minimize Waste, Maximize Recycling:** Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

**Drug trafficking and Terrorism:**

**19. Drug Trafficking:** IDLO expects its suppliers to warrant that neither they, nor any of their employees and subcontractors, are engaged in the manufacture, sale, transportation, or distribution of any drug or narcotic substance deemed to be illegal in either the country of manufacture or delivery of the goods or services to be provided to IDLO.

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**20. Terrorism:** IDLO expects its suppliers to warrant that neither they, nor any of their employees and subcontractors, are engaged directly or indirectly in terrorism, or in the finance or support to terrorists. Further, IDLO expects its suppliers to warrant that neither they nor their staff, nor any other recipients of funds from the supply of goods or services to IDLO, are listed in any sanctions list maintained by the United Nations Security Council; the United States Department of the Treasury, Office of Foreign Assets Control; or the European Union. Should the supplier, its staff, or other recipients of funds from the supply of goods or services to IDLO be included in any of the above-listed sanctions lists, the supplier is expected to notify IDLO immediately.

**Bribery & Corruption:**

**21. Corruption:** IDLO expects its suppliers to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.

**22. Conflict of Interest:** IDLO suppliers are expected to disclose to IDLO any situation that may appear as a conflict of interest, and disclose to IDLO if any IDLO official or professional under contract with IDLO may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

**23. Gifts and Hospitality:** IDLO does not accept any type of gift or any offer of hospitality. IDLO will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. IDLO expects its suppliers not to offer any benefit such as free goods or services or a work position or sales opportunity to IDLO personnel in order to facilitate the supplier's business with IDLO.

**24. Monitoring and Evaluation:** IDLO may conduct on-site evaluations and inspections of its suppliers' facilities and those of their subcontractors to review their progress towards these principles. It is the expectation of IDLO that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. IDLO may monitor that milestones have been set and management systems have been put in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact the future ability of a supplier to do business with IDLO.

**ANNEX 1**

**IDLO GENERAL TERMS AND CONDITIONS  
FOR THE PROCUREMENT OF SERVICES**

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## **GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF SERVICES**

The present General Terms and Conditions for the Procurement of Services (hereinafter referred to as "General Terms and Conditions") set forth the general terms and conditions applicable to any Contract for Services or Framework Agreement for Services issued by IDLO (the "Contract").

### **1. GENERAL STANDARDS OF PERFORMANCE**

- (a) The Contractor shall execute the Contract with due diligence and efficiency, conform to a high standard of moral and ethical conduct and in accordance with best professional practices. The Services should be performed with full regard to expediency and quality.
- (b) The Contractor shall keep accurate and systematic timesheets and records of its work.
- (c) The Contractor shall promptly furnish IDLO with any such information relating to the Services as IDLO may reasonably request.
- (d) The Contractor shall comply with any order given by the Coordinator and shall keep the Coordinator informed of all developments with regard to the provision of the Services.
- (e) Time shall be of the essence for the completion of all Services.
- (f) The Contractor shall respect and abide by all applicable laws, ordinances, rules, and regulations in force in the partner country bearing upon the performance of its obligations under the terms of the Contract. The Contractor shall further ensure that its personnel also respect and abide by all such laws, ordinances, rules and regulations.
- (g) The Contractor acknowledges and agrees that the Contract shall be performed in the location(s) indicated in the Contract. Any delays or failure to perform contractual obligations as a result of the general conditions inherent to such location(s) shall not in itself constitute force majeure under Article 20 of these General Terms and Conditions.
- (h) Under no circumstances shall the Contractor infringe intellectual property rights of a third party in the provision of the Services.
- (i) If the Contractor will execute the Contract as part of a joint venture or consortium, it must so notify IDLO. The composition or constitution of the joint venture or consortium shall not be altered without prior written consent of IDLO. Documentation of the joint venture or consortium, including any contracts outlining the legal or other relationships between the members of the joint venture or consortium, must be provided to IDLO upon its request. Regardless of the status of the joint venture or consortium the Contractor shall be bound with respect to the obligations under the Contract and shall be liable for performance of the Contract in accordance with its terms.
- (j) IDLO reserves the right to require original receipts. It also reserves the right to audit the Contractor's accounts and records in the event that it has a good faith reason to believe that the Contractor has acted in violation of the IDLO Supplier Code of Conduct and/or applicable law and the Contractor shall cooperate to the maximum extent possible in any such investigation.

### **2. PERSONNEL**

- (a) Nothing contained herein shall be construed as establishing or creating between IDLO and the Contractor the relationship of employer and employee or principal and agent. The Contractor agrees that the position of the Contractor is that of an independent Contractor.
- (b) As the Contractor has legal status independent of IDLO, it shall be solely responsible for the

professional and technical competence of its employees, officials, agents and representatives (hereinafter referred to as the “Contractor’s Personnel”) and/or subcontractors and will select, for work under the Contract, reliable and competent individuals who shall perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

- (c) Should IDLO determine that an individual employed or subcontracted by the Contractor has violated these standards or the terms of the Contract, IDLO shall so inform the Contractor, who will, if requested by IDLO, take immediate steps to remove said individual from work under this Contract, without prejudice to its requirement for satisfactory completion of said work.
- (d) IDLO reserves the right to choose the personnel or the personnel seniority level for the Services. In the case of Framework Agreements for Services, IDLO shall also have the right to request a quotation based on the Terms of Reference (with the estimated numbers of working hours and fees) for specific assignments.
- (e) Where relevant, the Contractor undertakes that the Services shall be performed by the individual(s) whose CVs have been submitted to and accepted by IDLO. The Contractor may not replace said individuals by others, without the prior written consent of IDLO.
- (f) If the Contractor has undertaken that the Services shall be performed by the individual(s) named in the Contract or otherwise agreed in writing by IDLO, this being an essential element of the Contract, the Contractor may not replace said individuals with others without the prior written approval of IDLO. Should IDLO authorize such a replacement, the Contractor undertakes to carry out replacement with other persons of equivalent competency, who will be trained by the Contractor at its own costs so that they are immediately operational. Any additional costs incurred by the replacement of an agreed person are the sole responsibility of the Contractor. Where the Contractor is unable to provide a replacement with equivalent qualification and experience, IDLO may decide to terminate the Contract, if the proper performance of it is jeopardized.
- (g) The Contractor’s Personnel:
  - (i) shall comply with all the terms and obligations of the Contract;
  - (ii) shall not be considered in any respect as being employees, consultants, agents or affiliates of IDLO;
  - (iii) shall not have any power to commit IDLO in respect of any obligation or expenditure whatsoever; and
  - (iv) where applicable, shall comply with IDLO security protocol or guidance from IDLO security staff.

### **3. SOURCE OF INSTRUCTIONS**

The Contractor shall neither seek nor accept instructions from any authority external to IDLO in connection with the provision of the Services. The Contractor shall refrain from any action which may adversely affect IDLO and shall fulfill its commitments with the fullest regard to the interests of IDLO.

### **4. DELIVERY AND SUPERVISION**

- (a) The Contractor shall provide the Services at the place specified in the Contract, and within the delivery period stipulated in the Contract.
- (b) The IDLO Coordinator, as defined in the Contract, shall oversee the Contractor’s delivery of the Services and verify that the Contractor carries out the tasks specified in the Contract in

accordance with the Contract.

- (c) In case of any impediment which may result in the Contractor not abiding by the terms of the Contract, the Contractor shall immediately notify the Coordinator; such notification shall not release the Contractor from fulfilling its obligations under the Contract. IDLO may, at its discretion, accept deviations from the terms of the Contract without prejudice to any other rights and remedies set forth herein. Any deviations shall only be approved by IDLO in writing.

## **5. INSPECTION AND ACCEPTANCE**

- (a) IDLO shall have the right, before payment, to conduct an inspection of deliverables of the Services ordered under this Contract on the premises of the Contractor, and the Contractor shall provide, when possible, all facilities for any such inspection. IDLO may issue a written waiver of examination at its own discretion. Inspections carried out by the representatives of IDLO or any waiver thereof shall not prejudice the implementation of other relevant provisions of the Contract concerning obligations assumed by the Contractor including technical specifications.
- (b) In the case of Services ordered on the basis of specifications forming part of the Contract, an acceptance inspection shall always be carried out by IDLO upon receipt of the deliverables of the Services to ensure their conformity with the specifications by IDLO. Deliverables of the Services not expressly accepted will be deemed as rejected. Written notice of acceptance or rejection of the deliverables of the Services shall be promptly transmitted to the Contractor. If IDLO does not exercise its right to terminate the Contract, IDLO may postpone any payment due to the Contractor for such rejected deliverables until replacement by accepted deliverables.
- (c) IDLO shall bear the expenses of such inspections as mentioned in paragraphs (a) and (b) above.
- (d) In case of rejection of the deliverables of the Services, where IDLO allows, the Contractor shall make every effort to provide deliverables conforming to the requirements of the Contract. In such case, a new inspection may be carried out by IDLO. The Contractor shall bear the expenses of such an inspection.

## **6. PAYMENT**

- (a) Unless expressly stipulated otherwise in the Contract, IDLO shall make payment by means of a bank remittance within thirty (30) days of the later of (1) receiving an invoice and corresponding documents as specified in the Contract, and (2) acceptance of the Services by IDLO.
- (b) The price of the Services shall be firm for the entire duration of the Contract and as stated in the Contract, and may not be increased, except by the express written agreement of IDLO.
- (c) IDLO shall not pay any charge for late payment unless this has been expressly agreed to in writing.
- (d) IDLO shall not be responsible for any gains or losses as a result of currency conversion.
- (e) Payment shall not be made for Services that have not been accepted as provided for in Article 5 of these General Terms and Conditions. Payment alone by IDLO shall not be deemed to be acceptance of Services.
- (f) Advance payment shall only be made if expressly authorized by IDLO in the Contract and only where normal commercial practice or the interests of IDLO so require.

## **7. TAXES**

- (a) The Contractor shall be responsible for the payment of taxes, charges or other levies, if any, with



respect to compensation or other payments received from IDLO.

- (b) Consistent with its status as an intergovernmental organization, IDLO should in principle be exempt from taxation, charges and other levies, including value added tax (VAT).
- (c) In countries where IDLO is exempt from taxation, including from value added tax (VAT), the Contractor shall, in principle, not charge VAT and shall be responsible for the payment of all other applicable taxes, charges, or other levies. With regard to VAT, different arrangements may be required in specific countries.
- (d) In countries where IDLO is not exempt from taxation, the Contractor shall include all taxes due by IDLO under the applicable legislation of such countries in the price.

## **8. TITLE TO EQUIPMENT SUPPLIED BY IDLO**

Title to any equipment and supplies that may be furnished by IDLO shall rest with IDLO and any such equipment shall be returned to IDLO upon termination of the Contract or when no longer needed by the Contractor or when requested by IDLO. Such equipment, when returned to IDLO, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall compensate IDLO for equipment determined to be damaged or degraded beyond normal wear and tear.

## **9. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

- (a) The Contractor guarantees that the Services and specific deliverables provided by it are unencumbered by any third party's proprietary rights, including in relation to pre-existing rights.
- (b) All intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to the deliverables, products or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract, shall be irrevocably and fully vested in IDLO. At IDLO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to IDLO.
- (c) This provision covers all territories worldwide and shall continue in full force after the separation or termination of the contractual relationship between the Contractor and IDLO until the term of protection afforded by the applicable Intellectual Property laws expires, unless otherwise stipulated by IDLO and the Contractor. The Contractor agrees that any use of materials developed while under contract with IDLO shall not be used subsequent to the termination of this Contract with IDLO without IDLO's express written permission.

## **10. CONFIDENTIALITY**

- (a) The Contractor is required to exercise the utmost discretion during the performance of the Contract. The Contractor may not communicate to any other person, government, or authority external to IDLO any information known to it by reason of its contractual relationship with IDLO which has not previously been made public, except with the written authorization of IDLO. Nor shall the Contractor at any time use such information to private advantage.
- (b) The Contractor shall be liable for any breach of confidentiality or any indirect disclosure that could harm the interests of IDLO. The extent of any such liability shall be directly proportional to the extent of the damage caused.
- (c) All documents, papers, reports, notes, correspondence, maps, drawings, diagrams, visual demonstrations, concepts, ideas, photographs, mosaics, plans, drafts, recommendations,

estimates and all other data compiled by or received by the Contractor under this Contract in oral, written, graphic, electronic, or any other form or medium whatsoever, shall be the property of IDLO, unless otherwise stipulated, and shall be treated as confidential, and shall be delivered only to the Coordinator. The Contractor shall not retain copies of such documents and data, and shall not use them for purposes unrelated to the Contract without prior written consent of IDLO.

- (d) The Contractor, as well as any of its employees or any person acting on behalf of the Contractor, shall not use any information acquired or developed in the course of this Contract for any purpose not authorized in writing by IDLO.

## **11. DATA PROTECTION**

- (a) Any personal data collected, stored, or transferred by IDLO in connection with this Contract will be processed for the purpose of the performance, management and monitoring of this Contract by IDLO and for any other related and compatible purpose, pursuant to the IDLO Personal Data Protection Policy (the “Policy”, <https://www.idlo.int/about-idlo/transparency-and-accountability>).
- (b) Pursuant to the Policy, Data Subjects have the right of access to their personal data and the right to rectify any such data. If Data Subjects have any queries concerning the processing of personal data, they may address them to IDLO (email: [dataprotection@idlo.int](mailto:dataprotection@idlo.int)). Data Subjects who believe their right to data protection under the Policy has been infringed may pursue redress according to article 7.2 of the Policy.
- (c) Where the Contract requires processing personal data, the Contractor may act only under the supervision of the data controller and shall adopt appropriate technical and organizational security measures necessary to preserve the integrity of any personal data provided by IDLO and limit access to and use of such data to that necessary for the performance, management and monitoring of this Contract. The Contractor shall report to IDLO on any disclosure of such personal data to external parties and any data breach impacting the Contractor.

## **12. ADVERTISING**

Unless authorized in writing by IDLO, the Contractor shall not advertise or otherwise make public the fact it is supplying Services to IDLO. The Contractor shall not use the name, emblem, or official seal of IDLO or any abbreviation of the name of IDLO for advertising or for any other promotional purpose.

## **13. STANDARDS OF CONDUCT**

- (a) The Contractor shall respect fundamental social and human rights.
- (b) The Contractor shall abide by the IDLO Supplier Code of Conduct and observe the principles of the IDLO Anti-Corruption and Anti-Fraud Policy.
- (c) No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the Contract, have been given or received in connection with the selection process or in the Contract execution. IDLO does not charge fees at any stage of the procurement or contracting process, whether for supplier registration, bids/proposal submission, contract/agreement award, or payment issuance.
- (d) The Contractor hereby confirms that neither it, its staff, nor any other recipients of funds under this Contract, have engaged in, or will engage in, any of the following activities:
  - (i) support or funding, directly or indirectly, of any drug trafficking or terrorism related activities or any individuals or entities associated with terrorism;

- (ii) any practice inconsistent with the rights set forth in the Convention on the Rights of the Child; or
- (iii) sexual exploitation, abuse or harassment, or exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or engaging in any sexual activities that are exploitive or degrading to any person. The Contractor shall also take all appropriate measures to prevent such activities. For the purposes of this Contract, sexual activity with any person less than eighteen (18) years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person.
- (e) The Contractor warrants that no official or employee of IDLO has been or shall be admitted by it to any direct or indirect benefit arising from this Contract or the award thereof.
- (f) The Contractor warrants that neither it, its staff, nor any other recipients of funds under this Contract, are listed in any sanctions list maintained by the United Nations Security Council; the United States Department of the Treasury, Office of Foreign Assets Control; or the European Union.
- (g) The Contractor warrants that neither it, nor any individual working for the Contractor, including agents or sub-contractors, have offered or will offer third parties or seek, accept or be promised from or by third parties, for themselves or for any other party, any gift, remuneration, compensation or profit of any kind whatsoever, which could be interpreted as an illegal or corrupt practice.
- (h) The Contractor acknowledges and agrees that the provisions of this Article constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle IDLO to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. Notwithstanding the foregoing, IDLO reserves its right to bring any direct action against the Contractor.

#### **14. CONFLICT OF INTEREST**

The Contractor shall take all necessary measures to prevent any situation that could compromise or negatively affect the impartial and objective performance of the Contract. Any such conflict of interest which may arise at the time of entering into the Contract or during the execution of the Contract shall be notified to IDLO without delay. A conflict of interest can arise in particular as a result of economic or political interest, family connection, or any other relevant connection or shared interest.

#### **15. SUB-CONTRACTING**

- (a) The Contractor shall not, without the prior and express written approval of IDLO, assign, transfer, pledge, or make other disposition of this Contract or any part thereof, or any of the Contractor's rights or obligations arising out of the Contract, to third parties or sub-contract any part of the work required under this Contract to third parties.
- (b) Any authorized sub-contract must be in writing.
- (c) In the event that IDLO authorizes the Contractor to sub-contract part or all of the obligations under the Contract to third parties, the Contractor shall nonetheless remain bound by its obligations to IDLO under the Contract.
- (d) The Contractor shall be required to include in any sub-contract provisions enabling IDLO to enjoy the same rights and guarantees in relation to subcontractors as it enjoys in relation to the Contractor. However, the Contractor shall insert no language in any subcontract asserting or implying a direct relationship between IDLO and said subcontractor.
- (e) The terms of any sub-contract shall nonetheless be subject to the provisions of this Contract.

**16. INSURANCE**

- (a) During the period of execution of and performance under the Contract, the Contractor shall insure against all risks or loss, damage or injury caused by the Contractor, the Contractor's Personnel, or by any person acting on behalf of the Contractor.
- (b) The Contractor shall maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- (c) The Contractor shall maintain all appropriate worker's compensation insurance, or its equivalent, with respect to its personnel or subcontractors to cover claims for personal injury or death in connection with this Contract.
- (d) The Contractor shall also maintain liability insurance in an adequate amount to cover third-party claims for death or bodily injury or loss of or damage to property, arising from or in connection with the provision of the Services or the operation of vehicles, boats, airplanes, or other equipment owned or leased by the Contractor or the Contractor's Personnel or subcontractors performing work or Services in connection with this Contract.
- (e) The Contractor shall have sole responsibility for the consequences of a total or partial lack of insurance coverage.
- (f) The Contractor shall, upon IDLO's request, provide IDLO with satisfactory evidence of the insurance required under this Article.

**17. WARRANTY**

- (a) The Contractor warrants that it is appropriately licensed to conduct business in the place of performance and is not the subject to any investigation or claim that could adversely affect Contract implementation.
- (b) Breach of this warranty may result in Contract termination as allowed for in this Contract and/or result in the Contractor being blacklisted from the IDLO supplier database or other databases to which IDLO subscribes or contributes.

**18. DELAY IN IMPLEMENTATION**

- (a) Without prejudice to Article 16 and Article 21, 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) IDLO may, at its discretion, accept deviations from the deadline specified in the Contract, without prejudice to any other rights and remedies, and deduct from the price stipulated in the Contract for the outstanding balance, as penalties, a sum equivalent to 0.5% per day for each day of delay, not including weekends or public holidays in the location of performance, up to a maximum of 10% of the contractual price of the delayed Services.
- (c) After the period set forth in paragraph (b) above, IDLO may terminate the Contract without incurring any liability for termination charges or any other liability of any kind by notice given in writing, or terminate the deliveries of such parts or part thereof as to which there has been default without incurring liability or termination charges of any kind.

## 19. TERMINATION

(a) Termination of part of the Services:

Without prejudice to the provisions on force majeure in these General Terms and Conditions, if the Contractor fails to provide any or all of the Services fully in accordance with the terms and conditions of the Contract, including the time period specified, IDLO may, by notice given in writing, terminate the performance of such parts or part thereof as to which there has been default without incurring liability or termination charges of any kind. In case payments were made in advance, the Contractor shall reimburse IDLO for Services fully or partially not provided.

(b) Termination of Contract for breach by the Contractor:

IDLO shall have the right to terminate the Contract immediately without prior notice and indemnity, and to demand the payment of any sums already paid to the Contractor, if the Contractor is in breach of its obligations under the Contract.

(c) Termination of Contract in other cases of failure by the Contractor:

IDLO shall have the right to terminate the Contract immediately without prior notice and indemnity, and to demand the payment of any sums already paid to the Contractor, if any of the following cases is established:

- (i) the Contractor ceases to practice his profession or carry out his business wholly or for a large part; or
- (ii) the Contractor submits false, materially inaccurate, or incomplete information; or
- (iii) the Contractor offers incentives, inducements, or other benefit to any IDLO employees; or
- (iv) the Contractor does not deliver or delivers unsatisfactorily Services; or
- (v) the Contractor applies for a moratorium or applies to be declared insolvent, is granted a moratorium or declared insolvent, is declared bankrupt or offers a settlement in lieu of bankruptcy; or
- (vi) the property of the Contractor is attached; or
- (vii) to the extent the Contractor is not a natural person and loses its status as a legal person, is wound up, or in actual fact is liquidated.

The Contractor shall immediately inform IDLO of the occurrence of any of the above-referenced events.

(d) Obligations and rights relating to termination for breach or failure by the Contractor:

- (i) In the event of a breach under paragraph (b) above or a failure under paragraph (c) above, the Contractor shall be bound to compensate IDLO for all damage, costs, and loss of interest, including all amounts due until the original termination date of the Contract, as well as all costs incurred by IDLO in legal and non-legal proceedings, including those for legal assistance, as a consequence of having to terminate the Contract. IDLO shall have the right to withhold any amount due under the present Article from any amount otherwise due to the Contractor from IDLO under this or any other contract. The provisions set forth in the present Article do not exclude the right of IDLO to exercise other legal rights, including its right to impose liquidated damages or to demand payment or compensation for damages.
- (ii) In such cases IDLO may procure the Services from other sources and may hold the Contractor liable for any excess cost occasioned thereby, and IDLO shall have the right to cancel any scheduled Services or part thereof.
- (iii) IDLO, at its own discretion, is legally entitled to carry out itself or to have carried out any contractual obligation for which the Contractor is in default, at the full expense and risk of

the Contractor.

(e) Termination of Contract at the initiative of the Contractor:

The Contractor may terminate the Contract for cause with thirty (30) days' written notice. The Contractor shall be entitled to pro-rata payment for any Services delivered prior to such termination.

(f) Termination of Contract at the initiative of IDLO:

IDLO may terminate the Contract for any reason with thirty (30) days' written notice. Upon receipt of notice of termination by IDLO, the Contractor shall take immediate steps to bring the work or Services to a close in a prompt and orderly manner. The Contractor shall reduce expenses to a minimum and shall not undertake any further commitments under the Contract from the date of receipt of such a notice. The Contractor shall be entitled to pro-rata payment for any Services delivered prior to such termination.

## **20. FORCE MAJEURE**

- (a) Force majeure as used herein means any unforeseeable and irresistible act, event or circumstances arising from causes beyond the control and without the fault or negligence of either Party to the Contract that renders a Party unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. Such acts, events or circumstances shall include, but are not limited to: acts of terrorism; wars (whether declared or not declared) or invasions; insurrections, riots or civil disturbances; blockades, embargoes, sanctions or currency and trade restrictions; acts of State, laws or regulation; plague, epidemics, natural disaster or extreme natural event (such as landslides, earthquakes, storms, lightning, floods and washouts); or explosions, fire destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy.
- (b) Neither Party shall be considered in default or in breach of its obligations under the Contract if the performance of such obligations is prevented by force majeure which arises after the date when the Contract becomes enters into force.
- (c) If either Party considers that force majeure affecting the performance of its obligations has occurred, it shall promptly notify the other party (the "Other Party"), giving full particulars in writing, including its probable duration and its effect on the Party's ability to perform. On receipt of this notice, the Other Party shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including: granting a reasonable extension of time; suspending contractual or other corresponding obligations for a reasonable period of time; or termination of the Contract under the terms and conditions provided for in Article 19. A Party shall only be relieved from liability for non-performance of its obligations once the existence of force majeure has been agreed by the Other Party, which shall not unreasonably deny it.

## **21. LIABILITY AND INDEMNITY**

- (a) IDLO shall not under any circumstances or for any reason whatsoever be held liable for loss, damage or injury sustained by the Contractor or by any person acting on behalf of the Contractor, including sub-contractors, during the performance of the Contract. IDLO shall not accept any claim for compensation or repairs in respect of such damage.
- (b) The Contractor shall indemnify, protect and defend, at its own expense, IDLO and its agents and employees from and against any and all actions, claims, losses or damages arising out of acts or omissions of the Contractor, sub-contractors or the Contractor's and sub-contractor's Personnel in and relating to the performance of the Contract, including with respect to third parties.

## **22. NON-WAIVER OF RIGHTS**

Failure of, or delay by, IDLO in the exercise of any rights or remedies provided by the Contract shall not be deemed a waiver of any rights of IDLO and shall not release the Contractor from fulfilling its obligations.

## **23. AMENDMENTS AND ADDITIONS TO THE CONTRACT**

- (a) IDLO and Contractor personnel named or identified in the Contract are subject to change at any time without necessitating an amendment to the Contract. The other Party shall be notified of any changes in writing as soon as practicable.
- (b) All other provisions of the Contract and the Annexes thereto may be amended or supplemented only by means of a supplementary written agreement signed by the authorized representatives of the Parties.

## **24. PRIVILEGES AND IMMUNITIES**

Nothing contained in the Contract or any course of dealing between the Parties shall be deemed a waiver, express or implied, of any privilege or immunity accorded to IDLO as an international intergovernmental organization. In addition, nothing contained in the Contract or relating thereto shall confer any privilege or immunity on the Contractor or on the Contractor's Personnel.

## **25. APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

- (a) Given IDLO's status as an intergovernmental organization, the Parties expressly agree that their rights and obligations under the Contract shall be governed first by the terms and conditions of the Contract, and second by the general principles of international law, to the exclusion of any single national system of law.
- (b) Except as otherwise provided in the Contract, any dispute between the Parties concerning the interpretation and performance of this Contract shall be settled amicably by negotiation.
- (c) If the dispute cannot be settled in accordance with paragraph (b) above, the matter shall, at the request of either Party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL Rules") in effect on the date of commencement of the arbitration. The number of arbitrators shall be one and the sole arbitrator shall be nominated by the Parties. In the absence of agreement on the appointment of the arbitrator, the appointing authority for the arbitrator shall be the Secretary-General of the Permanent Court of Arbitration in The Hague. The forum of the arbitration shall be Rome, Italy. The language of the arbitration shall be English, and all stages of the proceedings shall be confidential. Each Party shall be responsible for the costs of its own representation and participation in the arbitration, but the costs of the arbitration itself shall be shared equally. Any arbitration award shall be final and binding on the Parties. The sole arbitrator shall have no authority to award punitive damages. All notices served in respect of settlement of disputes by way of arbitration shall be sent by registered mail and email. The initiation of arbitral proceedings shall not be deemed per se a termination of this Agreement.

## **26. PUBLICATION OF CONTRACTS**

The Contractor acknowledges and agrees that IDLO may publish a list of contractors to which contracts are awarded, including an indication of the subject and value of the contracts awarded.

**27. CONTRACT EXECUTION**

- (a) This Contract, including any amendments, may be executed in counterparts which, when taken together, will constitute one Contract. Copies of this Contract will be equally binding as originals and scanned, photographed or PDF counterpart signatures by authorized representatives delivered by email or other means of electronic transmission will be sufficient to evidence execution. In such cases, IDLO may require the Contractor to execute and provide it an original signed Contract or other proof of authorization or authentication.
- (b) The Contractor expressly consents to the use of any procedures for delivery and acceptance of electronic signatures that have been or may be established by IDLO and agrees in that context that the electronic signature by the Contractor or IDLO shall be treated the same as a handwritten signature and shall be treated as valid and legally binding.