# INTERNATIONAL DEVELOPMENT LAW ORGANIZATION INVITATION TO BID

Reference: ITB No. N_131_UKR_21	Date: February 4, 2021

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for the provision of Security Services to be provided on the basis of a Framework Agreement during specific events in Ukraine. 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 **10 MB**, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

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

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

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

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

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

a.	Instructions to Bidders	Annex A
b.	Preliminary Screening Criteria	Annex B
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 Goods or Services	Annex H
	and IDLO Supplier Code of Conduct	



For any questions/clarifications related to this ITB before Deadline for Submissions of Bid, please contact IDLO on <a href="mailto:tenders@idlo.int">tenders@idlo.int</a> and mention Clarifications ITB NO. N\_131\_UKR\_21 in the subject section of your email.

Deadline for Submission of Proposals: On or before **Date: February 19, 2021 Time: 15:00 hours Rome, Italy** local time.

Thank you and we look forward to receiving your Bid.

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



# ANNEX A INSTRUCTIONS TO BIDDERS

1.	General Considerations	In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.  The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify IDLO.
2.	Cost of the Bid	The Bidder shall bear all costs associated with the preparation and submission of the Bid.  IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.
3.	Currency of Bid	Bids shall be nominated exclusively in <b>UAH</b> .  Note: Local Suppliers must comply with any applicable laws regarding doing business in other currencies
4.	Language of the Bid	This bid is executed in both English and Ukrainian. In case of a discrepancy, the English version shall be treated as authoritative.  While the Bidder may choose to respond to the Bid in Ukrainian, IDLO's correspondences, documents and Contract relating to the Bid shall be written in the English language
5.	Delivery Term and Place	Services will be delivered within the agreed number of days after receipt of Work Order from IDLO with instructions on location and timelines.
6.	Deadline for Submissions of Bids	The Bid shall be addressed to IDLO on or before  Date: February 19, 2021  Time: 15:00 hours Rome, Italy local time.  Note: Proposals submitted by email must be limited to a maximum of 10MB, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.
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	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 72 hours prior to the deadline for submission of Bids.
		The requests for clarification will have "Request for clarifications for ITB N_131_UKR_21" mentioned in the subject.



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



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.

The description of the organization of the IV, 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.

A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:

- 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.

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.

JV, Consortium or Associations are encouraged for high value, multisectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the 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.

#### 13. Only One Bid

The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.

Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:

- 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.
14. Late Bids	Any Bid received by IDLO after the deadline for submission of Bids, pursuant to clause Deadline for the submission of Bid, 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
15. Validity Period of Bids	received due to issues in IDLO mailing system.  All Bids will be valid for <b>90 days</b> from the deadline for submission of Bids. In exceptional circumstances IDLO may request the Bidders to extend the validity of the Bid beyond what has been initially indicated in this ITB. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the Bid. The Bidders may choose not to extend the validity period of the Bid upon request of IDLO.
16. Modification and withdrawal of Bids	The Bidder may modify/withdraw its Bid after the Bid's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Bids.  The Bidder's modification/withdrawal notice shall be prepared,
	sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Bids.
	No Bid may be modified nor withdrawn after to the deadline for submission of Bids.
	No Bid may be modified/withdrawn in the Interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder in the Bid Submission Form.
17. Amendment of the Bid	At any time prior to the deadline of Bid submission, IDLO may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.
	If the amendment is substantial, IDLO may extend the Deadline for submission of bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
18. Bidders' conference	⊠ N/A <del>□ Yes</del>



19. Right to accept, reject, or render non- responsive any or all Bids	IDLO reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to annul the solicitation process and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer.	
20. Clarification of Bids	To assist in the examination, evaluation and comparison of Bids, IDLO may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.	
21. Evaluation of Eligibility and Qualification	In general terms, Bidders that meet the following criteria may be considered qualified:  a) They are not included in IDLO Sanctions lists (EU, US, UN); b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, 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; d) They are able to comply fully with IDLO General Terms and Conditions of Contract and IDLO Supplier Code of Conduct; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.	
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	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:  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.
26. Responsiveness of Bid	IDLO will determine the substantial responsiveness of each Bid to the ITB. For purposes of this Clause, a substantially responsive Bid is the one which materially conforms to the requirement of the tender and any mandatory terms contained in the Solicitation Documents.
	IDLO's determination of a Bid's responsiveness is based on the contents of the Bid itself without recourse to extrinsic evidence.
27. Contract Award	<ul> <li>Contract Award shall be granted according to:</li> <li>a) Full submission of relevant documentation as per Preliminary Screening Criteria (Annex B);</li> <li>b) Full submission of Bid Submission Form (Annex D) signed and stamped;</li> <li>c) Full submission of Bidder Information Form (Annex E);</li> <li>d) Full submission of Price Schedule (Annex F) signed and stamped;</li> <li>e) Lowest priced, most technically acceptable/compliant offer;</li> </ul>
28. Debriefing	In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from IDLO. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future bids for IDLO procurement opportunities. The content of other bids and how they compare to the Bidder's submission will not be discussed.
29. Right to Vary Requirements at the time of the Award	N/A for Framework Agreement
30. Contract Signature	Within five (5) calendar days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to IDLO. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Bids.



31. Payment Terms	IDLO will make payment within <b>30 days</b> after satisfactory receipt of all goods and upon submission of the invoice by the Supplier.
32. General Terms and Conditions and Supplier Code of Conduct	Any Contract or Purchase Order that will be signed as a result of this ITB shall be subject to the IDLO's General Terms and Conditions and Supplier Code of Conduct attached as Annex H.  The mere act of submission of a Bid implies that the Bidder accepts both Annexes in full.
33. Liquidated Damages	□ N/A  ☑ Yes - For late delivery of Goods, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 23 of the General Terms and Conditions.  Liquidated damages for inferior quality or non-conformance of specifications of Goods will be assessed on a case-by-case basis in accordance with the severity of the problem as determined solely by IDLO. The application of this liquidated damages provision shall not relieve the Contractor of its obligations or liabilities pursuant to this Contract.
34. Partial Bid	Not permitted (All or Nothing)     □ Permitted
35. Customs clearance, if needed, shall be done by:	□-IDLO □ Supplier □ N/A



# ANNEX B PRELIMINARY SCREENING CRITERIA

### A. MINIMUM ELIGIBILITY CRITERIA

Subject	Criteria	Document Submission Requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Valid Certificate of Incorporation/Registration
Tax Revenue	Vendor is registered with pertinent country's revenue authority.	Valid Internal Revenue Certificate / Tax Clearance
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB Annex A Clause 21.	Internal Sanction Checks to be Conducted
Bankruptcy		
Certificates and Licenses	<ul> <li>Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer</li> <li>Official appointment as local representative, if Bidder</li> </ul>	Valid Private Security Firm License issued by the Ministry of Interior of Ukraine
	<ul> <li>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> <li>Company's Guarantee Letters</li> </ul>	Guarantee Letter on the Company's Letterhead confirming that its Security Personnel, being assigned to perform the work, has a clean criminal record for at least a five (5) year-period and mentally healthy



### **B. QUALIFICATION CRITERIA**

QUALIFICATION		
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Self-Attestation Form (Company's letter on the official letter head declaring compliance with the mentioned criteria)
Previous Experience	Minimum 2 years of relevant experience.	Copy of Private Security Firm License issued by the Ministry of Interior of Ukraine
		Copies of three (3) contracts/ LPOs / Reference Letters from Inter- Governmental/National/International Organizations or Foreign Diplomatic Missions in Ukraine with contactable domain email addresses for verification
	Minimum 3 contract of similar value, nature and complexity implemented over the last 3 years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Copies of three (3) contracts/ LPOs / Reference Letters from Inter- Governmental/National/International Organizations or Foreign Diplomatic Missions in Ukraine with contactable domain email addresses for verification
Financial Standing	Minimum average annual turnover of EUR 5,000.00 for the last 3 years.  (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Financial Statements for the past three (3) years
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Financial Statements for the past three (3) years



### ANNEX C TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

#### 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

IDLO aims to provide technical support efficiently, effectively, with accountability and transparency, and as such, the IDLO office in Ukraine is seeking qualified Service Providers in the Security Industry to establish a Framework Agreement for Security Services during specific events organized in Kyiv, Ukraine.

### C. Condition of Contract and Expected Output

IDLO is looking to establish one Framework Agreement with able and qualified Supplier. A Framework Agreement is a type of agreement with its terms and conditions under which procurement of goods or services can be effected over a specified period, but which places no obligation on IDLO to order any minimum or maximum quantity. All terms and conditions including the prices will remain unchanged during the period of the Framework Agreement(s).

After entering into a Framework Agreement, IDLO shall place order on a "need basis".

The confirmed award shall be in the form of a duly authorized Work Order. The Work Order is IDLO's commitment against Framework Agreements. The Work Order will provide information on the exact items, its quantities and unit prices (lifted from the Framework Agreement) in addition to other logistic details.

The initial duration for Framework Agreement(s) is 12 months with an option to extend at the same price, terms and conditions for a second 12-month period subject to satisfactory performance and agreement by both parties.



This ITB is for Security Services to be provided during the preparation and organization of specific events assisted or co-organized by IDLO in Ukraine to ensure the compliance of safety measures and procedures at the event.

#### D. Duration and Location of the Work

The Framework Agreement will be signed for a period of up to 12 months. Before each event, IDLO will notify the Contractor with a minimum of five (5) calendar days in advance by means of a Work Order with details on timeline, duration and location of events, as well as the number of security guards needed and unit price (quoted from the Framework Agreement) in addition to other logistical details. The Contractor shall be ready to provide the set forth services at any time during which the Framework Agreement is valid.

#### E. Qualifications of the Successful Contractor

- 1. The Contractor is expected to have a minimum of 2 years of professional and relevant experience in providing Security Services to inter-governmental, national, international organizations or foreign diplomatic missions during the preparation and execution of large scale events.
- 2. Security Personnel subject to deployment shall be properly licensed and trained, in accordance with the national legislation. Each guard must have undertaken security training appropriate to the service he/she will provide. The Contractor shall provide evidence of such training to IDLO for each security guard. IDLO reserves the right to ask for evidence of individual training.
- 3. Security Personnel subject to deployment shall be properly uniformed and equipped with a radio set, have professional and presentable appearance with a proper identification sign of a security employee (badge).
- 4. The Contractor must ensure that its Security Personnel assigned to perform during the specific event are well-briefed about the event and tasks to be performed.
- 5. The Contractor shall ensure that the personnel has a clean criminal record for at least a five (5) year-period preceding the date of submission of the proposal. As a confirmation of the above-mentioned criteria, the Contractor shall provide a Guarantee Letter on the company' letterhead.
- 6. All security personnel should be mentally healthy so as to be able to deliver the best possible services. As a confirmation of the above-mentioned criteria, the Contractor shall provide a Guarantee Letter on the company' letterhead.
- 7. The Contractor shall ensure proper rotation of the duties as needed.
- 8. The Contractor shall ensure that no employee below 18 years is employed to perform the assigned duties.
- 9. The Contractor's staff shall not consume alcohol or engage in smoking during duty hours.
- 10. If the Contractor's staff is found taking part in any type of misconduct, then the Contractor must replace staff on duty immediately.



- 11. The Contractor shall always follow the national laws applicable for the purpose of carrying out services for IDLO during the Framework Agreement.
- 12. The Contractor shall be responsible for any loss of property or negligence of Security personnel.
- 13. All keys and access codes, if need be, must be confidentially and securely maintained.

### F. Scope of Technical Specifications and Tasks

- 1. The Contractor will have to maintain a pool of additional guards to replace security personnel deployed, if need be.
- 2. The Contractor shall seek IDLO's prior guidance on the tasks to be performed during the servicing period by means of providing the instruction training prior to the event as appropriate to the service an assigned security guard will provide.
- 3. The assigned security guard/s shall control entry and exit of the identified premises assuring that all persons entering or exiting the premises go through the necessary checks and follow COVID-19 Standard Operation Procedures if need be, as well as prevent unauthorized access to the premises but do so under the authority and oversight of IDLO.
- 4. The Contractor will be held responsible for the safe custody of equipment that are assigned to guard by IDLO.
- 5. The assigned security guard/s shall patrol premises and grounds during the working and night hours ensuring maintenance of security of the premises and safe custody of assigned equipment by IDLO.
- 6. The Contractor shall issue daily security and incident reports regarding the presence / absence of incident with a detailed description of the nature of the incident and measures taken and submit them to IDLO.
- 7. The Contractor shall carry any work that may arise directly or indirectly for executing the services which may be incidental for the purpose of rendering the said services.

### G. Specifications

Lots	Type of Service	Specification	Unit measure
Lot 1	Security Services	Security control at the entrance to / exit from the venue in accordance with the assigned security posts during the day shift (0800 to 2000 Hours).	Man/Hour (Day Shift)
		Guarding the property - safe custody of assigned equipment during the night shift (2000 to 0800 Hours).	Man/Hour (Night Shift)



### 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 **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 sian this Bid



# ANNEX E BIDDER INFORMATION FORM

Name of Bidder:	[Complete]			Date:	Select date	
ITB reference:	ITB N_131_UKR	L_UKR_21				
Legal name of Bidder Legal address Year of registration Bidder's Authorized Representative Information		[Complete] [Complete] [Complete] Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]				
Are you an IDLO vendor? Countries of operation No. of full-time employees Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):		☐ Yes ☐ No If yes, [insert IDLO vendor number] [Complete] [Complete] [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: As per Annex B – Preliminary Screening Criteria		<ul> <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>Copy of Private Security Firm License issued by the Ministry of Interior of Ukraine</li> <li>Copies of three (3) contracts/ LPOs / Reference Letters from Inter-Governmental/National/International Organizations or Foreign Diplomatic Missions in Ukraine with contactable domain email addresses for verification</li> <li>Financial Statements for the past three (3) years</li> </ul>				



### ANNEX F PRICE SCHEDULE

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

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

IDLO is registered in Ukraine as an implementer of international technical assistance project and is free of VAT obligations. This means that the price in the quotation must be indicated without VAT and any invoice submitted in the future must include the phrase **«No VAT»**.

Lots	Type of Service	Specification	Unit measure	Unit Price (Man/Hour) In UAH, excluding VAT
Lot 1	Security Services	As per Annex C (Paragraph G) Specifications	Man/Hour (Day shift)	
		As per Annex C (Paragraph G) Specifications	Man/Hour (Night Shift)	

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



# ANNEX G IDLO SPECIAL CONDITIONS OF CONTRACT

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

Place of delivery	IDLO Kyiv Country Office, Ukraine
	Detailed information on the place where the events are supposed to take place will be provided to the Contractor a minimum of five (5) calendar days in advance of each event and will be correspondently specified in the Work Order issued for each event.
Delivery date	The Framework Agreement will be signed for a period of up to 12 months. IDLO is not obliged to use the services provided by the Contractor.
	IDLO will review the quality of services and deliverables after 12 months of provision of services. Subject to satisfactory performance and agreement by both parties the Framework Agreement may be extended for 12 months. The overall duration of the contract will not exceed 24 months.
	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.



# 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: <a href="https://www.idlo.int/sites/default/files/documents/general terms and conditions for goods august 2020.pdf">https://www.idlo.int/sites/default/files/documents/general terms and conditions for goods august 2020.pdf</a>

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

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

