

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

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| <b>Reference: ITB No. N_181_2020_KEN</b> | <b>Date: 6th October 2020</b> |
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Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for **Design, Editing and Printing 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 Services | Annex H |

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\_181\_2020\_KEN** in the subject section of your email.

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Deadline for Submission of Proposals: **On or before 20th October 2020, 1600 hours Kenya local time (1500 hours Rome, Italy local time).**

Thank you and we look forward to receiving your Bid.

Sincerely yours,

IDLO | International Development Law Organization  
Kenya

**ANNEX A  
INSTRUCTIONS TO BIDDERS**

|  |   |
|--|---|
| 1. General Considerations                  | <p>In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify IDLO.</p>  |
| 2. Cost of the Bid                         | <p>The Bidder shall bear all costs associated with the preparation and submission of the Bid.</p> <p>IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.</p>   |
| 3. Currency of Bid                         | Bids shall be nominated exclusively in Kenya shillings.   |
| 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>Services</b> are to be provided to: IDLO Kenya Country Office  |
| 6. Deadline for Submissions of Bids        | <p>The Bid shall be addressed to IDLO on or before <b>20th October 2020, 1600 hours Kenya local time (1500 hours Rome, Italy local time)</b>.</p> <p><i>Note: Proposals submitted by email must be limited to a maximum of 10MB, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.</i></p>                                      |
| 7. Documents comprising the Bid            | <p>The Bid shall comprise the following components:</p> <ol style="list-style-type: none"> <li>1. Bid Submission Form (see Annex D);</li> <li>2. Bidder Information Form (see Annex E)</li> <li>3. Price Schedule (Annex F)</li> </ol>  |
| 8. Contents of solicitation documents      | <p>Bids must offer services for the total requirement, unless specified otherwise in this ITB.</p> <p>Bids offering only part of the requirement will be rejected.</p> <p>The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and will affect the evaluation of the Bid.</p> |
| 9. Clarification of solicitation documents | <p>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.</p> <p>The requests for clarification will have “<b>Request for clarifications for ITB No. N_181_2020_KEN</b>” mentioned in the subject.</p>   |

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|  | <p>Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Solicitation Documents or posted on IDLO website.</p> <p>Any delay in IDLO's response shall not be used as a reason for extending the deadline for submission, unless IDLO determines that such an extension is necessary and communicates a new deadline to all the Bidders.</p>  |
| <p>10. Amendments of solicitation documents</p>                    | <p>At any time prior to the deadline for submission of Bids IDLO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment.</p> <p>All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.</p> <p>In order to afford prospective Bidders reasonable time for taking the amendments into account and preparing their offers, the procuring IDLO entity may, at its discretion, extend the deadline for the submission of Bids.</p>  |
| <p>11. Format, signing sealing, marking and submission of Bids</p> | <p>The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid.</p> <p>The Bid must be submitted using the format specifically detailed in Annex D, 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>  |
| <p>12. Joint Venture, Consortium, or Association</p>               | <p>If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (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> |

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|                  | <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the requirement outlined in the following section in respect of submitting only one bid.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the 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>a) Those that were undertaken together by the JV, Consortium or Association; and</li> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ol> <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p> <p>The description of the organization of the JV, Consortium or Association must 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>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;</li> </ol>   |

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|   | <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>   |

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|   | <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.   |

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| 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> <li>f) Earliest delivery date after receipt of approved design work</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>   |



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| 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>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 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 attached as Annex H and Supplier Code of Conduct attached as Annex I.<br><br>The mere act of submission of a Bid implies that the Bidder accepts both Annexes in full.   |
| 33. Liquidated Damages  | <input type="checkbox"/> N/A<br><input checked="" type="checkbox"/> <b>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.</b><br><b>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.</b> |
| 34. Partial Bid   | <input checked="" type="checkbox"/> <b>Not permitted (All or Nothing)</b><br><input type="checkbox"/> Permitted [insert <i>provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)</i> ]  |

**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 and tax remittance acknowledgement receipt for the last 6 months |
| <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.                   | [insert]- Internal sanctions check to be conducted  |
| <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> | Valid licence to operate business In Kenya  | Valid business license/trading license  |
| <b>Quality certification</b>     | Industry ISO certification  | N/A   |
| <b>Company profile</b>           | Description of all related services offered, physical address and contact details for office  | Company profile   |
| <b>Production Capacity</b>       | Possess an in-house printing press and binding equipment  | N/A but may be subjected to verification by IDLO  |

**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 2 contracts of similar value and nature implemented over the last 2 years with UN Agencies, INGOs, Embassies or Government Entities indicating contactable official email references for verification<br><br><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i> | Copies of contracts/<br>LPOs |
| <b>Financial Standing</b>  | Minimum average annual turnover of EUR            for the last 3 years.<br><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>   | N/A                          |
|                            | Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.<br><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>   | N/A                          |

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**ANNEX C**  
**TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS**  
**FOR DESIGN, EDITING AND PRINTING SERVICES**

**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. Condition of Contract and Expected Output**

This ITB is for **Design, Editing and Printing Services** in accordance with the below specifications:

- 1) Design work will involve several reviews, proof-readings and approvals/confirmations between IDLO and the Supplier and shall be at no extra cost
- 2) After design is approved/confirmed by IDLO, one sample of each publication shall be printed and presented to IDLO Kenya Country Office for verification of specification and quality. If there is need for a second sample, this shall be provided by the Supplier at no extra cost
- 3) All designs approved/confirmed by IDLO for printing must be printed and delivered within two weeks (calculated from the date the design is approved/confirmed by IDLO) and upon receipt of approved physical sample signed by an IDLO official.
- 4) The Bidder shall provide/fill in the number of day/s as Lead Time upon receipt of the design approval/confirmation from IDLO for all the Lots requiring this information

| Lots  | Publication                            | Description  | Quantity     |
|-------|--|--|--------------|
| Lot 1 | High Court Practice Direction          | Design front and back cover only (Use Judiciary colours)<br>NB: Inside content shall remain untouched  | 1            |
|       | Printing High Court Practice Direction | Printing specifications: <ul style="list-style-type: none"> <li>• Paper inside: Matt 130gsm</li> <li>• Paper cover: Matt 300gsm</li> <li>• Printing inside: Full colour print</li> <li>• Printing cover: Full colour print</li> <li>• Binding: Perfect binding</li> <li>• Cover Finishing: Matt lamination</li> <li>• A4 size</li> <li>• Number of pages: 47</li> </ul> Packing: 50 books per package<br><br>The Bidder shall provide/fill in the number of day/s as Lead Time upon receipt of the design approval/confirmation from IDLO for this Lot: ___ days | 1,024 copies |
| Lot 2 | Kadhis Bench book                      | Design of the Kadhis Bench book including front and back cover pages, inside pages content, in Judiciary colours (colours to be provided)  | 1            |
|       | Printing Kadhis Bench Book             | Printing specifications: <ul style="list-style-type: none"> <li>• Paper inside: Matt 130gsm</li> <li>• Paper cover: Matt 300gsm</li> <li>• Printing inside: Full colour print</li> <li>• Printing cover: Full colour print</li> <li>• Binding: Perfect binding</li> <li>• Cover Finishing: Matt lamination</li> <li>• Number of pages: 163</li> </ul> Packing instruction: 50 books per package<br><br>The Bidder shall provide/fill in the number of day/s as Lead Time upon receipt of the design approval/confirmation from IDLO for this Lot: ___ days       | 300 copies   |

| Lots  | Publication                          | Description   | Quantity |      |                |    |      |    |    |            |              |    |              |              |    |        |             |    |        |                 |    |          |            |    |                 |     |
|-------|--------------------------------------|---|----------|------|----------------|----|------|----|----|------------|--------------|----|--------------|--------------|----|--------|-------------|----|--------|-----------------|----|----------|------------|----|-----------------|-----|
| Lot 3 | Monitoring Tool Publication          | Editing and proof reading:<br>The Editor will:- <ol style="list-style-type: none"> <li>1. Provide extensive editing, proofreading and formatting of the subject report, and verifying the facts and figures provided within (including in the tables and figures, in line with best practices);</li> <li>2. Ensure that the numbering of tables and figures is correct and in line with the text;</li> <li>3. Review and ensure the completeness of the references;</li> <li>4. The edited reports should be submitted in 2 formats- one, using tracked changes to allow the contracting party to identify the proposed changes, and another with the changes duly accepted, to enable the contracting party to understand the implications of the proposed changes.</li> <li>5. Proofing Language-English United Kingdom</li> </ol>  | 1        |      |                |    |      |    |    |            |              |    |              |              |    |        |             |    |        |                 |    |          |            |    |                 |     |
|       | Design work                          | The Designer will:- <ol style="list-style-type: none"> <li>1. Conceive art direction for the publication.</li> <li>2. Develop conceptual graphics based on content and guidance from the user.</li> <li>3. Assign a professional and appealing design and layout to the report for printing in line with the brand guidelines</li> <li>4. Provide the final layout of publications for both online and print, cover pages with titles, illustrations and inside pages including text, photos, tables, illustrations, statistics, maps and others.</li> </ol>  | 1        |      |                |    |      |    |    |            |              |    |              |              |    |        |             |    |        |                 |    |          |            |    |                 |     |
|       | Printing Monitoring Tool Publication | Technical Specifications for Corporate Reports: <table border="1" data-bbox="528 1529 1195 1861" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">SN</th> <th style="width: 40%;">Item</th> <th style="width: 50%;">Specifications</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Size</td> <td>A4</td> </tr> <tr> <td>2.</td> <td>Cover Page</td> <td>300GSM Matte</td> </tr> <tr> <td>3.</td> <td>Inside Pages</td> <td>150GSM Matte</td> </tr> <tr> <td>4.</td> <td>Colour</td> <td>Full Colour</td> </tr> <tr> <td>5.</td> <td>Finish</td> <td>Perfect Binding</td> </tr> <tr> <td>6.</td> <td>Quantity</td> <td>As advised</td> </tr> <tr> <td>7.</td> <td>Number of pages</td> <td>277</td> </tr> </tbody> </table> <p>The Bidder shall provide/fill in the number of day/s as Lead Time upon receipt of the design approval/confirmation from IDLO for this Lot: ___ days</p> | SN       | Item | Specifications | 1. | Size | A4 | 2. | Cover Page | 300GSM Matte | 3. | Inside Pages | 150GSM Matte | 4. | Colour | Full Colour | 5. | Finish | Perfect Binding | 6. | Quantity | As advised | 7. | Number of pages | 277 |
| SN    | Item                                 | Specifications  |          |      |                |    |      |    |    |            |              |    |              |              |    |        |             |    |        |                 |    |          |            |    |                 |     |
| 1.    | Size                                 | A4  |          |      |                |    |      |    |    |            |              |    |              |              |    |        |             |    |        |                 |    |          |            |    |                 |     |
| 2.    | Cover Page                           | 300GSM Matte  |          |      |                |    |      |    |    |            |              |    |              |              |    |        |             |    |        |                 |    |          |            |    |                 |     |
| 3.    | Inside Pages                         | 150GSM Matte  |          |      |                |    |      |    |    |            |              |    |              |              |    |        |             |    |        |                 |    |          |            |    |                 |     |
| 4.    | Colour                               | Full Colour   |          |      |                |    |      |    |    |            |              |    |              |              |    |        |             |    |        |                 |    |          |            |    |                 |     |
| 5.    | Finish                               | Perfect Binding   |          |      |                |    |      |    |    |            |              |    |              |              |    |        |             |    |        |                 |    |          |            |    |                 |     |
| 6.    | Quantity                             | As advised  |          |      |                |    |      |    |    |            |              |    |              |              |    |        |             |    |        |                 |    |          |            |    |                 |     |
| 7.    | Number of pages                      | 277   |          |      |                |    |      |    |    |            |              |    |              |              |    |        |             |    |        |                 |    |          |            |    |                 |     |

| Lots  | Publication  | Description  | Quantity  |                                    |   |  |                |                 |         |       |  |
|---|--|--|---|------------------------------------|---|--|----------------|-----------------|---------|-------|--|
|   |  | <p>Brand Guidelines</p> <table border="1" data-bbox="531 383 1193 887"> <thead> <tr> <th data-bbox="531 383 695 421">Item</th> <th data-bbox="695 383 1193 421">Specifications</th> </tr> </thead> <tbody> <tr> <td data-bbox="531 421 695 689">Corporate Colours</td> <td data-bbox="695 421 1193 689">           Primary Logo Colour Hues<br/>  </td> </tr> <tr> <td data-bbox="531 689 695 808">Corporate Font</td> <td data-bbox="695 689 1193 808">Georgia Size 12</td> </tr> <tr> <td data-bbox="531 808 695 887">Spacing</td> <td data-bbox="695 808 1193 887">1.15"</td> </tr> </tbody> </table>   | Item  | Specifications                     | Corporate Colours   | Primary Logo Colour Hues<br> | Corporate Font | Georgia Size 12 | Spacing | 1.15" |  |
| Item  | Specifications   |  |   |                                    |   |  |                |                 |         |       |  |
| Corporate Colours   | Primary Logo Colour Hues<br> |  |   |                                    |   |  |                |                 |         |       |  |
| Corporate Font  | Georgia Size 12  |  |   |                                    |   |  |                |                 |         |       |  |
| Spacing   | 1.15"  |  |   |                                    |   |  |                |                 |         |       |  |
| Lot 4   | Design NCAJ (4) policy documents   | <p>Design work of the four documents according to theme colours. Design work to be reviewed and approved prior to printing in A4 size</p> <p style="text-align: center;"><b><u>NCAJ COLOUR CODES</u></b></p> <table border="0" data-bbox="587 1104 1134 1451"> <tr> <td data-bbox="587 1104 866 1249"></td> <td data-bbox="898 1104 1134 1249">           C: 99%<br/>           M: 93%<br/>           Y: 7%<br/>           K: 0%         </td> </tr> <tr> <td data-bbox="587 1312 866 1451"></td> <td data-bbox="898 1312 1134 1451">           C: 2%<br/>           M: 5%<br/>           Y: 57%<br/>           K: 0%         </td> </tr> </table> |  | C: 99%<br>M: 93%<br>Y: 7%<br>K: 0% |  | C: 2%<br>M: 5%<br>Y: 57%<br>K: 0%  | 1              |                 |         |       |  |
|  | C: 99%<br>M: 93%<br>Y: 7%<br>K: 0%   |  |   |                                    |   |  |                |                 |         |       |  |
|  | C: 2%<br>M: 5%<br>Y: 57%<br>K: 0%  |  |   |                                    |   |  |                |                 |         |       |  |
|   | Printing Standard Operating Procedures for Child Protection Units  | <ul style="list-style-type: none"> <li>• Paper inside: Matt 115 gsm</li> <li>• Paper cover: Matt 250 gsm</li> <li>• Colour: Full colour print.</li> <li>• Binding: Perfect binding</li> <li>• Cover Finishing: Matt lamination</li> <li>• Size: A4</li> <li>• Number of pages: 51 pages</li> </ul> <p>Packing: 50 copies per package</p> <p>The Bidder shall provide/fill in the number of day/s as Lead Time upon receipt of the design approval/confirmation from IDLO for this Lot: ___ days</p>  | 1,500 copies  |                                    |   |  |                |                 |         |       |  |

| Lots | Publication  | Description   | Quantity     |
|------|--|---|--------------|
|      | Printing Policy on Mandatory Continuous Professional Development | <ul style="list-style-type: none"> <li>• Paper inside: Matt 115 gsm</li> <li>• Paper cover: Matt 250 gsm</li> <li>• Colour: Full colour print.</li> <li>• Binding: Saddle stitch</li> <li>• Cover Finishing: Matt lamination</li> <li>• Size: A4</li> <li>• Number of pages: 15 pages</li> </ul> <p>Packing: 50 copies per package</p> <p>The Bidder shall provide/fill in the number of day/s as Lead Time upon receipt of the design approval/confirmation from IDLO for this Lot: ___ days</p> | 1,500 copies |
|      | Printing Children's Court Practice Directions                    | <ul style="list-style-type: none"> <li>• Paper inside: Matt 115 gsm</li> <li>• Paper cover: Matt 250 gsm</li> <li>• Colour: Full colour print.</li> <li>• Binding: Saddle stitch</li> <li>• Cover Finishing: Matt lamination</li> <li>• Size: A4</li> <li>• Number of pages: 7 pages</li> </ul> <p>Packing: 50 copies per package</p> <p>The Bidder shall provide/fill in the number of day/s as Lead Time upon receipt of the design approval/confirmation from IDLO for this Lot: ___ days</p>  | 1,500 copies |
|      | Printing Diversion Toolkit for Practitioners in Juvenile Justice | <ul style="list-style-type: none"> <li>• Paper inside: Matt 115 gsm</li> <li>• Paper cover: Matt 250 gsm</li> <li>• Colour: Full colour print.</li> <li>• Binding: Saddle stitch</li> <li>• Cover Finishing: Matt lamination</li> <li>• Size: A4</li> <li>• Number of pages: 23 pages</li> </ul> <p>Packing: 50 copies per package</p> <p>The Bidder shall provide/fill in the number of day/s as Lead Time upon receipt of the design approval/confirmation from IDLO for this Lot: ___ days</p> | 1,500 copies |
|      | Training manual  | Design, edit, layout and print Training manual on Gender Justice  | 1            |



| <b>Lots</b> | <b>Publication</b>                         | <b>Description</b>  | <b>Quantity</b> |
|-------------|--|---|-----------------|
| Lot 5       | on Gender Justice                          |   |                 |
|             | Printing Training manual on Gender justice | Printing specifications: <ul style="list-style-type: none"> <li>• Size: A4</li> <li>• Paper inside: Matt 130gsm</li> <li>• Paper cover: Matt 300gsm</li> <li>• Printing inside: Full colour print-judiciary</li> <li>• Printing cover: Full colour print</li> <li>• Binding: Perfect binding</li> <li>• Cover Finishing: Matt lamination</li> <li>• Number of pages:147</li> </ul> Packing: 50 books per package<br><br>The Bidder shall provide/fill in the number of day/s as Lead Time upon receipt of the design approval/confirmation from IDLO for this Lot: ___ days | 1,000 copies    |
| Lot 6       | Design Women Economic Empowerment policy   | Design front and back cover. Inside content remains untouched   | 1               |
|             | Printing Women Economic Empowerment policy | Printing specifications: <ul style="list-style-type: none"> <li>• Size: B5</li> <li>• Pages: 124 pages</li> <li>• Paper inside: Matt 130gsm</li> <li>• Paper cover: Matt 300gsm</li> <li>• Printing inside: Full colour print</li> <li>• Printing cover: Full colour print</li> <li>• Binding: Perfect binding</li> <li>• Cover Finishing: Matt lamination</li> </ul> Packing: 50 books per package<br><br>The Bidder shall provide/fill in the number of day/s as Lead Time upon receipt of the design approval/confirmation from IDLO for this Lot: ___ days              | 700             |

**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 sign this Bid*

**ANNEX E  
BIDDER INFORMATION FORM**

|                             |                                |              |                    |
|-----------------------------|--------------------------------|--------------|--------------------|
| <b>Name of Bidder:</b>      | <b>[Insert Name of Bidder]</b> | <b>Date:</b> | <b>Select date</b> |
| <b>ITB reference:</b>       | <b>[Insert ITB ref number]</b> |              |                    |
| <b>Legal name of Bidder</b> | <b>[Complete]</b>              |              |                    |
| <b>Legal address</b>        | <b>[Complete]</b>              |              |                    |
| <b>Year of registration</b> | <b>[Complete]</b>              |              |                    |



|   |   |
|---|---|
| <b>Bidder's Authorized Representative Information</b>   | Name: [Complete]<br>Title: [Complete]<br>Telephone numbers: [Complete]<br>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]<br>Title: [Complete]<br>Telephone numbers: [Complete]<br>Email: [Complete]   |
| <b>Please attach the following documents:<br/>[As per Annex B – Preliminary Screening Criteria]</b>   | <ul style="list-style-type: none"> <li>▪ Valid Certificate of Incorporation/ Business Registration/Trading License to operate business In Kenya</li> <li>▪ Valid Tax Compliance Certificate and Tax Remittance 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> <li>▪ Company Profile</li> </ul> |

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**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.

| <b>Lots</b>  | <b>Publication</b>  | <b>Description</b> | <b>Lead Time</b><br>Lead Time upon receipt of the design approval/confirmation | <b>Quantity</b> | <b>Unit Price</b> | <b>Total inclusive of applicable taxes</b> |
|--------------|---|--------------------|--|-----------------|-------------------|--|
| <b>Lot 1</b> | High Court Practice Direction                                     | Refer Annex C      |  | 1               |                   |  |
|              | Printing High Court Practice Direction                            | Refer Annex C      | _____ days   | 1,024 copies    |                   |  |
| <b>Lot 2</b> | Kadhis Bench book   | Refer Annex C      |  | 1               |                   |  |
|              | Printing Kadhis Bench Book  | Refer Annex C      | _____ days   | 300 copies      |                   |  |
| <b>Lot 3</b> | Monitoring Tool Publication                                       | Refer Annex C      |  | 1               |                   |  |
|              | Design work   | Refer Annex C      |  | 1               |                   |  |
|              | Printing Monitoring Tool Publication                              | Refer Annex C      | _____ days   | 1,500           |                   |  |
| <b>Lot 4</b> | Design NCAJ (4) policy documents                                  | Refer Annex C      |  | 1               |                   |  |
|              | Printing Standard Operating Procedures for Child Protection Units | Refer Annex C      | _____ days   | 1,500 copies    |                   |  |
|              | Printing Policy on Mandatory Continuous                           | Refer Annex C      | _____ days   | 1,500 copies    |                   |  |

| <b>Lots</b>  | <b>Publication</b>   | <b>Description</b> | <b>Lead Time</b><br>Lead Time upon receipt of the design approval/confirmation | <b>Quantity</b> | <b>Unit Price</b> | <b>Total inclusive of applicable taxes</b> |
|--------------|--|--------------------|--|-----------------|-------------------|--|
|              | Professional Development   |                    |  |                 |                   |  |
|              | Printing Children's Court Practice Directions                    | Refer Annex C      | _____ days   | 1,500 copies    |                   |  |
|              | Printing Diversion Toolkit for Practitioners in Juvenile Justice | Refer Annex C      | _____ days   | 1,500 copies    |                   |  |
| <b>Lot 5</b> | Training manual on Gender Justice                                | Refer Annex C      |  | 1               |                   |  |
|              | Printing Training manual on Gender justice                       | Refer Annex C      | _____ days   | 1,000 copies    |                   |  |
| <b>Lot 6</b> | Design Women Economic Empowerment policy                         | Refer Annex C      |  | 1               |                   |  |
|              | Printing Women Economic Empowerment policy                       | Refer Annex C      | _____ days   | 700 Copiess     |                   |  |
| Sub- Total   |  |                    |  |                 |                   |  |
| Vat (14%)    |  |                    |  |                 |                   |  |
| Grant total  |  |                    |  |                 |                   |  |

|  |                |
|--|----------------|
| Name, position and signature of the Bidder | Bidder's Stamp |
|--|----------------|



|   |  |
|---|--|
| <p><i>Duly authorised to sign this Bid</i></p> <p>Date:</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>IDLO Kenya Country Office</b>  |
| Delivery date     | 30 <sup>th</sup> November 2020  |
| Payment terms     | IDLO will process payment within 30 days after satisfactory receipt of all goods/ provision of services and upon receipt of the complete and correct invoice by the service provider. |



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**ANNEX H**  
**IDLO General Terms and Conditions for the Procurement of Goods or Services**  
**and**  
**IDLO Supplier Code of Conduct**

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

The documents are available on IDLO Procurement Website:

[https://www.idlo.int/sites/default/files/documents/general\\_terms\\_and\\_conditions\\_for\\_goods\\_august\\_2020.pdf](https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_goods_august_2020.pdf)

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

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